

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **HDR ENGINEERING, INC.**, a Nebraska corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional design services; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Design, Engineering and Construction (“**DEC**”). The relevant Senior Vice President (the “**SVP**”), or their designee (the “**Director**”), will designate a “**Project Manager**” to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** (“**Scope of Work**”), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (each a “**Task Order**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. The SVP may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. Contractor shall comply with *Exhibit D* (“**Professional Services Task Order Process**”) regarding Task Orders.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the City.

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-contractors.

v. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

vi. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Construction Contract Administration. If Contractor's Scope of Work includes construction contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

E. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

G. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor’s failure to obtain the Project Manager’s approval shall be grounds for Termination for Cause in accordance with Section 4(c)(iii) of this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

B. If the Term expires prior to Contractor completing the work under an issued Task Order, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause. Upon receipt of notice from the EVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in the Task Order shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure, as defined below.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final

invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

i. All costs of correcting and replacing any affected design documents, including reproducible drawings;

ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Million Dollars and No Cents (\$8,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement.

Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B* (“Rates”). The SVP, in their sole discretion, may annually adjust the Rates. Approved rate adjustments shall go into effect on January 1. Rate adjustments shall not exceed the percentage allocated in the City’s most recent budget for the average merit increase across City employees. The City shall consider an adjustment to Rates pursuant to this Section only upon Contractor’s written request submitted to the Project Manager no later than sixty (60) days prior to the date such adjustment would be effective if approved by the City and shall be accompanied by a justification letter with documentation supporting Contractor’s request. Subject to the maximum percentage for any adjustment provided herein, the City reserves the right to accept, reject, or negotiate Contractor’s requested rate adjustments or timing thereof.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor’s fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver’s Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“Invoice”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit D*.

i. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain and City may examine all timesheets kept or created in relation to the services performed under this Agreement as required by *Exhibit D*. The City may examine such timesheets and any other related documents upon the City’s request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the EVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise ("MWBE").

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is 21 %, as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form, submitted by Contractor.

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under D.R.M.C. § 28-70. Contractor acknowledges that:

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: August 22, 2025.

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 (“**Wage Ordinances**”) including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the Wage Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor’s monthly invoices or shall make payments as otherwise provided in this Agreement. The City’s Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of this Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Contractor's duty to defend and

indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney staff time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

i. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

ii. Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor shall not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

HDR Engineering, Inc.
1670 Broadway Suite 3400
Denver, CO 80202
ATTN: Brad Martin
Phone: 303-764-1520
Email: brad.martin@hdrinc.com

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in this Subsection (F)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and transmittals at the City's direction.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow

any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

J. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

K. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

L. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

M. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

R. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

S. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms “Hazardous Materials” shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a “hazardous substance,” “hazardous waste” or “toxic substance” (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as ***Exhibit E*** ("***EDI Plan***"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

B. No Discrimination in Employment. In connection with the performance of work under this Agreement, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("***CORA***"), C.R.S. §§ 24-72-201 et seq., and Contractor

agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney staff time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the Auditor or their representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City,

including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of this Agreement, the City determines that a potential conflict of interest exists or may exist,

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates to be performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate this Agreement for cause or for its convenience.

13. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“**TSA**”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with DEN Airport Security regulations and 49 C.F.R. Part 1542 (“**Airport Security**”) and 14 C.F.R. Part 139 (“**Airport Certification and Operations**”). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Professional Services Task Order Process

Exhibit E: EDI Plan

Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit E

Exhibit D

Exhibit F

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202582716-00
Contractor Name: HDR ENGINEERING, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

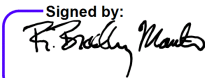
SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number: PLANE-202582716-00
Contractor Name: HDR ENGINEERING, INC.

By: 
Signed by:
A7F68EF26D5B48D...

Name: R. Bradley Martin
(please print)

Title: SVP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964)) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SCOPE OF WORK

OPR: Design Engineering and Construction – Infrastructure
Supersedes: None
Certified by: Director, Infrastructure

The Scope of Work for this Agreement shall be for task-order-based, on-call professional design services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The Contractor team ("Contractor") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the Agreement; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Contractor will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Contractor team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Contractor's general requirements are defined in the Agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Contractor in a Request for Proposal in the format as defined by the Agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Contractors for competitive proposals or when a Task or Project requires specialty team qualifications. The Contractor shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the Agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Unless otherwise noted in the Agreement, the Contractor's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-Contractor under the Agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the Agreement or Request for Proposal document. The Contractor understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Contractor and its sub-Contractors' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Contractor shall reference the Task Order Proposals and Execution Process Exhibit in the Agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Contractor is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Contractor by the DEN designated representative. Upon approval of the Contractor's proposal, the DEN designated representative issues a written service authorization to the Contractor in the format as defined in the Agreement. Based on a Notice to Proceed (NTP) date agreed between the Contractor and the DEN designated representative, the Contractor shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Contractor without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Contractor executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Contractor when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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-
- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

5. Structural Engineering Design

- a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

6. Geotechnical Investigations and Other Predesign Services

- a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

7. Survey and Mapping

- a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

8. Miscellaneous Design Services

- a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

9. Construction Phase Support Services

- a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

END OF EXHIBIT



EXHIBIT B COVER

Denver International Airport Design, Engineering, & Construction (DEC)

Professional Services Agreements Core Staff Rates

DEN Contract Name: On-Call Infrastructure Design
DEN Contract Number: 202582716
Prime Consultant: HDR Engineering, Inc.
Project Name: N/A
Project Number: N/A
MWBE/SBE/DBE Contractual Goal: 21%
Consultant Main Point of Contact (POC): Brian Lincoln
Consultant Main POC Email Address: brian.lincoln@hdrinc.com
Consultant Main POC Phone Number: 970-270-5966

Contract Point of Contact Signature

Brian Lincoln

Contract Point of Contact Name

Date: _____ 9/18/2025



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport Design, Engineering, & Construction (DEC) Department is prohibited without expressed written permission from the company named above.

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	HDR Engineering, Inc.	Prime	2.95	0%
2	Abstract Group	Sub	3.192	1%
3	Aeris Engineering, LLC	Sub	2.4162	3%
4	Eugene Lynne, LLC	Sub	2.66	1%
5	Granite Engineering Group, Inc.	Sub	2.4921	2%
6	HCL Engineering & Surveying	Sub	1	2%
7	Livable Cities Studio	Sub	3	1%
8	Peak Consulting Group	Sub	3.2	1%
9	PK Electrical, Inc.	Sub	284%	2%
10	Rammah Design LLC	Sub	1	1%
11	Shrewsberry & Associates, LLC	Sub	3.34	5%
12	Smoky Hill Engineering, LLC	Sub	2.66	2%
13	Sunland Group, Inc.	Sub	2.3995	2%
14	Tom Richardson LLC	Sub	100%	1%
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STAFF RATES

Core Staff Rates

** The “Base Rate” for any employee of the Prime or Sub Consultant is the average annual salary for the Position listed, divided by 2,080.

Company Name		Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	HDR Engineering, Inc.	Prime	Administrative Support	Level 1, Entry	\$ 29.00	2.95	\$ 85.55	\$ 88.12	\$ 90.76	\$ 93.48	\$ 96.29	\$ 99.18
2	HDR Engineering, Inc.	Prime	Administrative Support	Level 2, Developmetal	\$ 37.00	2.95	\$ 109.15	\$ 112.42	\$ 115.80	\$ 119.27	\$ 122.85	\$ 126.53
3	HDR Engineering, Inc.	Prime	Administrative Support	Level 3, Full Experience	\$ 45.00	2.95	\$ 132.75	\$ 136.73	\$ 140.83	\$ 145.06	\$ 149.41	\$ 153.89
4	HDR Engineering, Inc.	Prime	Administrative Support	Level 4, Supervisory	\$ 55.00	2.95	\$ 162.25	\$ 167.12	\$ 172.13	\$ 177.29	\$ 182.61	\$ 188.09
5	HDR Engineering, Inc.	Prime	Administrative Support	Level 5, Managerial	\$ 65.00	2.95	\$ 191.75	\$ 197.50	\$ 203.43	\$ 209.53	\$ 215.82	\$ 222.29
6	HDR Engineering, Inc.	Prime	Architect	Level 1, Entry	\$ 40.00	2.95	\$ 118.00	\$ 121.54	\$ 125.19	\$ 128.94	\$ 132.81	\$ 136.79
7	HDR Engineering, Inc.	Prime	Architect	Level 2, Developmetal	\$ 55.00	2.95	\$ 162.25	\$ 167.12	\$ 172.13	\$ 177.29	\$ 182.61	\$ 188.09
8	HDR Engineering, Inc.	Prime	Architect	Level 3, Full Experience	\$ 70.00	2.95	\$ 206.50	\$ 212.70	\$ 219.08	\$ 225.65	\$ 232.42	\$ 239.39
9	HDR Engineering, Inc.	Prime	Architect	Level 4, Supervisory	\$ 85.00	2.95	\$ 250.75	\$ 258.27	\$ 266.02	\$ 274.00	\$ 282.22	\$ 290.69
10	HDR Engineering, Inc.	Prime	Architect	Level 5, Managerial	\$ 102.00	2.95	\$ 300.90	\$ 309.93	\$ 319.22	\$ 328.80	\$ 338.67	\$ 348.83
11	HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 1, Entry	\$ 55.00	2.95	\$ 162.25	\$ 167.12	\$ 172.13	\$ 177.29	\$ 182.61	\$ 188.09
12	HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 2, Developmetal	\$ 70.00	2.95	\$ 206.50	\$ 212.70	\$ 219.08	\$ 225.65	\$ 232.42	\$ 239.39
13	HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 3, Full Experience	\$ 82.00	2.95	\$ 241.90	\$ 249.16	\$ 256.63	\$ 264.33	\$ 272.26	\$ 280.43
14	HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 4, Supervisory	\$ 95.00	2.95	\$ 280.25	\$ 288.66	\$ 297.32	\$ 306.24	\$ 315.42	\$ 324.89
15	HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 5, Managerial	\$ 107.00	2.95	\$ 315.65	\$ 325.12	\$ 334.87	\$ 344.92	\$ 355.27	\$ 365.92
16	HDR Engineering, Inc.	Prime	Document Controller/Manager	Level 1, Entry	\$ 25.00	2.95	\$ 73.75	\$ 75.96	\$ 78.24	\$ 80.59	\$ 83.01	\$ 85.50
17	HDR Engineering, Inc.	Prime	Document Controller/Manager	Level 2, Developmetal	\$ 33.00	2.95	\$ 97.35	\$ 100.27	\$ 103.28	\$ 106.38	\$ 109.57	\$ 112.86
18	HDR Engineering, Inc.	Prime	Document Controller/Manager	Level 3, Full Experience	\$ 41.00	2.95	\$ 120.95	\$ 124.58	\$ 128.32	\$ 132.17	\$ 136.13	\$ 140.21
19	HDR Engineering, Inc.	Prime	Document Controller/Manager	Level 4, Supervisory	\$ 49.00	2.95	\$ 144.55	\$ 148.89	\$ 153.35	\$ 157.95	\$ 162.69	\$ 167.57
20	HDR Engineering, Inc.	Prime	Document Controller/Manager	Level 5, Managerial	\$ 55.00	2.95	\$ 162.25	\$ 167.12	\$ 172.13	\$ 177.29	\$ 182.61	\$ 188.09
21	HDR Engineering, Inc.	Prime	Engineer	Level 1, Entry	\$ 52.00	2.95	\$ 153.40	\$ 158.00	\$ 162.74	\$ 167.62	\$ 172.65	\$ 177.83
22	HDR Engineering, Inc.	Prime	Engineer	Level 2, Developmetal	\$ 58.00	2.95	\$ 171.10	\$ 176.23	\$ 181.52	\$ 186.97	\$ 192.57	\$ 198.35
23	HDR Engineering, Inc.	Prime	Engineer	Level 3, Full Experience	\$ 65.00	2.95	\$ 191.75	\$ 197.50	\$ 203.43	\$ 209.53	\$ 215.82	\$ 222.29
24	HDR Engineering, Inc.	Prime	Engineer	Level 4, Supervisory	\$ 70.00	2.95	\$ 206.50	\$ 212.70	\$ 219.08	\$ 225.65	\$ 232.42	\$ 239.39
25	HDR Engineering, Inc.	Prime	Engineer	Level 5, Managerial	\$ 76.00	2.95	\$ 224.20	\$ 230.93	\$ 237.85	\$ 244.99	\$ 252.34	\$ 259.91
26	HDR Engineering, Inc.	Prime	Engineer Technician	Level 1, Entry	\$ 40.00	2.95	\$ 118.00	\$ 121.54	\$ 125.19	\$ 128.94	\$ 132.81	\$ 136.79
27	HDR Engineering, Inc.	Prime	Engineer Technician	Level 2, Developmetal	\$ 44.00	2.95	\$ 129.80	\$ 133.69	\$ 137.70	\$ 141.84	\$ 146.09	\$ 150.47
28	HDR Engineering, Inc.	Prime	Engineer Technician	Level 3, Full Experience	\$ 47.00	2.95	\$ 138.65	\$ 142.81	\$ 147.09	\$ 151.51	\$ 156.05	\$ 160.73
29	HDR Engineering, Inc.	Prime	Engineer Technician	Level 4, Supervisory	\$ 52.00	2.95	\$ 153.40	\$ 158.00	\$ 162.74	\$ 167.62	\$ 172.65	\$ 177.83
30	HDR Engineering, Inc.	Prime	Engineer Technician	Level 5, Managerial	\$ 58.00	2.95	\$ 171.10	\$ 176.23	\$ 181.52	\$ 186.97	\$ 192.57	\$ 198.35
31	HDR Engineering, Inc.	Prime	Project Coordinator	Level 1, Entry	\$ 31.00	2.95	\$ 91.45	\$ 94.19	\$ 97.02	\$ 99.93	\$ 102.93	\$ 106.02
32	HDR Engineering, Inc.	Prime	Project Coordinator	Level 2, Developmetal	\$ 35.00	2.95	\$ 103.25	\$ 106.35	\$ 109.54	\$ 112.82	\$ 116.21	\$ 119.70
33	HDR Engineering, Inc.	Prime	Project Coordinator	Level 3, Full Experience	\$ 39.00	2.95	\$ 115.05	\$ 118.50	\$ 122.06	\$ 125.72	\$ 129.49	\$ 133.37
34	HDR Engineering, Inc.	Prime	Project Coordinator	Level 4, Supervisory	\$ 43.00	2.95	\$ 126.85	\$ 130.66	\$ 134.58	\$ 138.61	\$ 142.77	\$ 147.05
35	HDR Engineering, Inc.	Prime	Project Coordinator	Level 5, Managerial	\$ 50.00	2.95	\$ 147.50	\$ 151.93	\$ 156.48	\$ 161.18	\$ 166.01	\$ 170.99
36	HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 1, Entry	\$ 73.00	2.95	\$ 215.35	\$ 221.81	\$ 228.46	\$ 235.32	\$ 242.38	\$ 249.65
37	HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 2, Developmetal	\$ 81.00	2.95	\$ 238.95	\$ 246.12	\$ 253.50	\$ 261.11	\$ 268.94	\$ 277.01
38	HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 95.00	2.95	\$ 280.25	\$ 288.66	\$ 297.32	\$ 306.24	\$ 315.42	\$ 324.89
39	HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 113.00	2.95	\$ 333.35	\$ 343.35	\$ 353.65	\$ 364.26	\$ 375.19	\$ 386.44
40	HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 5, Managerial	\$ 125.00	2.95	\$ 368.75	\$ 379.81	\$ 391.21	\$ 402.94	\$ 415.03	\$ 427.48
41	HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 3, Full Experience	\$ 90.00	2.95	\$ 265.50	\$ 273.47	\$ 281.67	\$ 290.12	\$ 298.82	\$ 307.79
42	HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 4, Supervisory	\$ 115.00	2.95	\$ 339.25	\$ 349.43	\$ 359.91	\$ 370.71	\$ 381.83	\$ 393.28
43	HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 5, Managerial	\$ 130.00	2.95	\$ 383.50	\$ 395.01	\$ 406.86	\$ 419.06	\$ 431.63	\$ 444.58
44	HDR Engineering, Inc.	Prime	Risk Manager	Level 1, Entry	\$ 43.00	2.95	\$ 126.85	\$ 130.66	\$ 134.58	\$ 138.61	\$ 142.77	\$ 147.05
45	HDR Engineering, Inc.	Prime	Risk Manager	Level 2, Developmetal	\$ 48.00	2.95	\$ 141.60	\$ 145.85	\$ 150.22	\$ 154.73	\$ 159.37	\$ 164.15
46	HDR Engineering, Inc.	Prime	Risk Manager	Level 3, Full Experience	\$ 54.00	2.95	\$ 159.30	\$ 164.08	\$ 169.00	\$ 174.07	\$ 179.29	\$ 184.67
47	HDR Engineering, Inc.	Prime	Risk Manager	Level 4, Supervisory	\$ 60.00	2.95	\$ 177.00	\$ 182.31	\$ 187.78	\$ 193.41	\$ 199.22	\$ 205.19
48	HDR Engineering, Inc.	Prime	Risk Manager	Level 5, Managerial	\$ 68.00	2.95	\$ 200.60	\$ 206.62	\$ 212.82	\$ 219.20	\$ 225.78	\$ 232.55
49	Abstract Group	Sub	Architect	Level 1, Entry	\$38.00	3.19	\$ 121.30	\$ 124.93	\$ 128.68	\$ 132.54	\$ 136.52	\$ 140.62
50	Abstract Group	Sub	Architect	Level 2, Developmetal	\$57.00	3.19	\$ 181.94	\$ 187.40	\$ 193.02	\$ 198.82	\$ 204.78	\$ 210.92
51	Abstract Group	Sub	Architect	Level 3, Full Experience	\$68.00	3.19	\$ 217.06	\$ 223.57	\$ 230.27	\$ 237.18	\$ 244.30	\$ 251.63
52	Abstract Group	Sub	Architect	Level 4, Supervisory	\$82.00	3.19	\$ 261.74	\$ 269.60	\$ 277.68	\$ 286.01	\$ 294.60	\$ 303.43
53	Abstract Group	Sub	Architect	Level 5, Managerial	\$105.00	3.19	\$ 335.16	\$ 345.21	\$ 355.57	\$ 366.24	\$ 377.23	\$ 388.54
54	Abstract Group	Sub	Project Coordinator	Level 3, Full Experience	\$45.00	3.19	\$ 143.64	\$ 147.95	\$ 152.39	\$ 156.96	\$ 161.67	\$ 166.52
55	Aeris Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$92.13	2.42	\$ 222.60	\$ 229.28	\$ 236.16	\$ 243.25	\$ 250.54	\$ 258.06
56	Aeris Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$80.77	2.42	\$ 195.16	\$ 201.01	\$ 207.04	\$ 213.25	\$ 219.65	\$ 226.24
57	Aeris Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$65.63	2.42	\$ 158.58	\$ 163.33	\$ 168.23	\$ 173.28	\$ 178.48	\$ 183.83
58	Aeris Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$55.52	2.42	\$ 134.15	\$ 138.17	\$ 142.32	\$ 146.59	\$ 150.98	\$ 155.51
59	Eugene Lynne, LLC	Sub	Chain/Rod Technical	Level 5, Managerial	\$30.00	2.66	\$ 79.80	\$ 82.19	\$ 84.66	\$ 87.20	\$ 89.82	\$ 92.51
60	Eugene Lynne, LLC	Sub	Construction Manager/Engineer	Level 5, Managerial	\$73.00	2.66	\$ 194.18	\$ 200.01	\$ 206.01	\$ 212.19	\$ 218.55	\$ 225.11
61	Eugene Lynne, LLC	Sub	Contract Administrator/Manager	Level 5, Managerial	\$73.00	2.66	\$ 194.18	\$ 200.01	\$ 206.01	\$ 212.19	\$ 218.55	\$ 225.11
62	Eugene Lynne, LLC	Sub	Land Surveyor	Level 4, Supervisory	\$60.00	2.66	\$ 159.60	\$ 164.39	\$ 169.32	\$ 174.40	\$ 179.63	\$ 185.02
63	Eugene Lynne, LLC	Sub	Land Surveyor	Level 3, Full Experience	\$48.00	2.66	\$ 127.68	\$ 131.51	\$ 135.46	\$ 139.52	\$ 143.70	\$ 148.02
64	Eugene Lynne, LLC	Sub	Party Chief	Level 3, Full Experience	\$40.00	2.66	\$ 106.40	\$ 109.59	\$ 112.88	\$ 116.27	\$ 119.75	\$ 123.35
65	Eugene Lynne, LLC	Sub	Project Engineer	Level 2, Developmetal	\$38.00	2.66	\$ 101.08	\$ 104.11	\$ 107.24	\$ 110.45	\$ 113.77	\$ 117.18
66	Granite Engineering Group, Inc.	Sub	Engineer	Level 1, Entry	\$31.25	2.49	\$ 77.88	\$ 80.21	\$ 82.62	\$ 85.10	\$ 87.65	\$ 90.28
67	Granite Engineering Group, Inc.	Sub	Engineer	Level 2, Developmetal	\$40.50	2.49	\$ 100.93	\$ 103.96	\$ 107.08	\$ 110.29	\$ 113.60	\$ 117.01
68	Granite Engineering Group, Inc.	Sub	Engineer	Level 3, Full Experience	\$57.00	2.49	\$ 142.05	\$ 146.31	\$ 150.70	\$ 155.22	\$ 159.88	\$ 164.67
69	Granite Engineering Group, Inc.	Sub	Engineer	Level 4, Supervisory	\$69.00	2.49	\$ 171.95	\$ 177.11	\$ 182.43	\$ 187.90	\$ 193.54	\$ 199.34
70	Granite Engineering Group, Inc.	Sub	Engineer	Level 5, Managerial	\$85.00	2.49	\$ 211.83	\$ 218.18	\$ 224.73	\$ 231.47	\$ 238.41	\$ 245.57
71	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 1, Entry	\$22.00	2.49	\$ 54.83	\$ 56.47	\$ 58.17	\$ 59.91	\$ 61.71	\$ 63.56
72	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$27.00	2.49	\$ 67.29	\$ 69.31	\$ 71.38	\$ 73.53	\$ 75.73	\$ 78.00
73	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$31.00	2.49	\$ 77.26	\$ 79.57	\$ 81.96	\$ 84.42	\$ 86.95	\$ 89.56
74	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00
75	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 5, Managerial	\$41.00	2.49	\$ 102.18	\$ 105.24	\$ 108.40	\$ 111.65	\$ 115.00	\$ 118.45
76	Granite Engineering Group, Inc.	Sub	Inspector	Level 1, Entry	\$25.00	2.49	\$ 62.30	\$ 64.17	\$ 66.10	\$ 68.08	\$ 70.12	\$ 72.23
77	Granite Engineering Group, Inc.	Sub	Inspector	Level 2, Developmetal	\$29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78
78	Granite Engineering Group, Inc.	Sub	Inspector	Level 3, Full Experience	\$35.00	2.49	\$ 87.22	\$ 89.84	\$ 92.54	\$ 95.31	\$ 98.17	\$ 101.12
79	Granite Engineering Group, Inc.	Sub	Inspector	Level 4, Supervisory	\$50.00	2.49	\$ 124.61	\$ 128.34	\$ 132.19	\$ 136.16	\$ 140.24	\$ 144.45
80	Granite Engineering Group, Inc.	Sub	Inspector	Level 5, Managerial	\$65.00	2.49	\$ 161.99	\$ 166.85	\$ 171.85	\$ 177.01	\$ 182.32	\$ 187.79
81	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 1, Entry	\$21.00	2.49	\$ 52.33	\$ 53.90	\$ 55.52	\$ 57.19	\$ 58.90	\$ 60.67
82	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 2, Developmetal	\$24.00	2.49	\$ 59.81	\$ 61.60	\$ 63.45	\$ 65.36	\$ 67.32	\$ 69.34
83	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78
84	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00
85	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 5, Managerial	\$45.00	2.49	\$ 112.14	\$ 115.51	\$ 118.97	\$ 122.54	\$ 126.22	\$ 130.01
86	HCL Engineering & Surveying	Sub	Engineer VIII	Level 3, Full Experience	\$230.00	1.00	\$ 230.00	\$ 236.90	\$ 244.01	\$ 251.33	\$ 258.87	\$ 266.63
87	Livable Cities Studio	Sub	Landscape Architect	Level 5, Managerial	\$92.00	3.00	\$ 276.00	\$ 284.28	\$ 292.81	\$ 301.59	\$ 310.64	\$ 319.96
88	Livable Cities Studio	Sub	Landscape Architect	Level 4, Supervisory	\$59.00	3.00	\$ 177.00	\$ 182.31	\$ 187.78	\$ 193.41	\$ 199.22	\$ 205.19
89	Livable Cities Studio	Sub	Landscape Architect	Level 3, Full Experience	\$47.00	3.00						

110	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 5, Managerial	\$91.73	3.34	\$	306.38	\$	315.57	\$	325.04	\$	334.79	\$	344.83	\$	355.18
111	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$60.10	3.34	\$	200.73	\$	206.76	\$	212.96	\$	219.35	\$	225.93	\$	232.71
112	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$68.27	3.34	\$	228.02	\$	234.86	\$	241.91	\$	249.17	\$	256.64	\$	264.34
113	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 4, Supervisory	\$72.11	3.34	\$	240.85	\$	248.07	\$	255.52	\$	263.18	\$	271.08	\$	279.21
114	Smoky Hill Engineering, LLC	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$90.60	2.66	\$	241.00	\$	248.23	\$	255.67	\$	263.34	\$	271.24	\$	279.38
115	Smoky Hill Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$54.00	2.66	\$	143.64	\$	147.95	\$	152.39	\$	156.96	\$	161.67	\$	166.52
116	Smoky Hill Engineering, LLC	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	\$48.00	2.66	\$	127.68	\$	131.51	\$	135.46	\$	139.52	\$	143.70	\$	148.02
117	Smoky Hill Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$47.00	2.66	\$	125.02	\$	128.77	\$	132.63	\$	136.61	\$	140.71	\$	144.93
118	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 5, Managerial	\$76.01	2.40	\$	182.39	\$	187.86	\$	193.49	\$	199.30	\$	205.28	\$	211.44
119	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 4, Supervisory	\$66.20	2.40	\$	158.85	\$	163.61	\$	168.52	\$	173.58	\$	178.78	\$	184.15
120	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 3, Full Experience	\$56.46	2.40	\$	135.48	\$	139.54	\$	143.73	\$	148.04	\$	152.48	\$	157.05
121	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 2, Developmetal	\$51.49	2.40	\$	123.55	\$	127.26	\$	131.07	\$	135.01	\$	139.06	\$	143.23
122	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 1, Entry	\$ 48.88	2.40	\$	117.29	\$	120.81	\$	124.43	\$	128.16	\$	132.01	\$	135.97
123	Tom Richardson LLC	Sub	Administrative Support	Level 3, Full Experience	\$165.00	1.00	\$	165.00	\$	169.95	\$	175.05	\$	180.30	\$	185.71	\$	191.28
124	Tom Richardson LLC	Sub	Technical Support	Level 3, Full Experience	\$200.00	1.00	\$	200.00	\$	206.00	\$	212.18	\$	218.55	\$	225.10	\$	231.85
125	Tom Richardson LLC	Sub	Project Coordinator	Level 4, Supervisory	\$165.00	1.00	\$	165.00	\$	169.95	\$	175.05	\$	180.30	\$	185.71	\$	191.28
126	Tom Richardson LLC	Sub	Construction Manager	Level 5, Managerial	\$165.00	1.00	\$	165.00	\$	169.95	\$	175.05	\$	180.30	\$	185.71	\$	191.28
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POSITION LIST

Level of Experience	Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques,
Level 2, Developmetal	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.
Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.

Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling.
Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.
Document Management	Document Controller/Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems.

Engineering	Engineer	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Engineering	Engineer Technician	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
Engineering	Engineering/ Architect Specialist	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Construction	Field Engineer	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
Construction	Field Superintendent	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience
Quality Assurance	Inspector	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in various disciplines of inspection work and/or has the capability to monitor several types of work activity. Plans and coordinates all field-inspection activities and may review the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, and assist Project Management staff in completion of construction work in accordance with design.
Engineering	Instrument Technician	Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects

Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Project Support	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.
Project Controls/ Reporting	Project Controls Engineer/Manager	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks

Project Support	Project Coordinator	Position supervises the installation of equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Project Support	Project Engineer	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
Quality Control	Quality Control Engineer	Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
Risk Management	Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio.
Scheduling	Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
Specialist Services	Scientist	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks
Unifier Support/ Primavera P6 Support	Technical Support	Unifier Certification Required. Primavera P6 Certification Required.
Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Commercial Operator” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Commercial Operator's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Commercial Operator's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator’s work or responsibilities under the ROCIP Safety Manual.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

PROFESSIONAL SERVICES

TASK ORDER PROCESS

Office of Primary Responsibility:	Design, Engineering and Construction (DEC)
Supersedes:	COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, OCTOBER 2025, Rev 01
Certified by:	Senior Director, Project Delivery

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DESIGN, ENGINEERING AND CONSTRUCTION
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PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

The City maintains professional services contracts to support the delivery of various projects as specified and directed by Task Order, including on an as-needed basis. The Task Order scopes of work are defined on an individual basis. They may include professional services in support of modifications and additions to airport facilities and systems and may involve various professional services (but not construction) disciplines depending on the scope of the contract, including, but not limited to: structural; civil; mechanical; electrical; plumbing; life safety; environmental testing; fire alarm; fire protection; controls and automation; telecommunications; architectural & interior design; interior finishes; demolition; and site surveying. Conducting this work may include project management; programming; pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with internal and external stakeholders; participation in construction update meetings; construction administration; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented by the Contractor or Contractor's team, the Contractor shall add that discipline as part of the team for that specific Task Order scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and submit the subcontractor's qualifications, personnel pay classifications, and agreed-upon hourly billing rates for approval by the DEC Project Manager in accordance with the Contract or Agreement to which this exhibit is attached (referred to herein as "Agreement").

TASK ORDER REQUEST FOR PROPOSAL

The Project Manager will issue to the Contractor a Task Order Request for Proposal (Task Order RFP) for each specific Task Order scope of work. The Contractor shall prepare and submit a fee and services proposal and its Task Order schedule within fourteen (14) calendar days of receipt of the Task Order RFP, unless an alternate response timeline is defined by the Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response and the Project Manager may issue a Task Order for such work. The Contractor shall not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). In the event the Project Manager issues a Task Order and upon issuance of the NTP, the Contractor shall perform such work within the time agreed and for the compensation that is approved in the Task Order.

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
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CONTRACTOR TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal in response to each Task Order RFP that includes the following:

1. A narrative of the understanding of the requested scope of work, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors. The narrative can also include pictures, diagrams, plans, or other means to convey the understanding of the scope of work.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (as specified in the Task Order RFP), inclusive of all annual billable rate adjustments proposed. If, and when any annual billable rate adjustments are memorialized in an updated and approved Rates Exhibit, those rates shall go into effect on January 1 of the referenced year. The fee structure for the proposal will be identified and defined in the Task Order RFP. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet.
4. Any other proposal requirements identified in the Task Order RFP.

Fees for proposal preparation are not chargeable to the City and will not be reimbursed or otherwise included in Contractor's fee proposal.

LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum/Fixed Fee proposal or a Time & Materials, Not to Exceed proposal for the requested services and scope of work. Any additional proposal documentation required will be defined in the Task Order RFP.

1. Lump Sum/Fixed Fee Proposal - Contractor's proposal will be related to levels of effort and a clear scope of work provided in the Task Order RFP. The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum for the previous billing period.
2. Time and Materials, Not-to-Exceed Proposal - Contractor's proposal will be related to proposed hours and associated costs to deliver the entirety of the scope of work, which will be invoiced monthly for the calculated cost of the hourly work for the previous billing period.

TASK ORDER ISSUANCE; WORK COMMENCEMENT

NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

Following the City's acceptance of the Contractor's proposal in response to a Task Order RFP, the Project Manager will provide written notification to the Contractor of such acceptance in the form of an executed Task Order and written Notice to Proceed (NTP). The Contractor shall not proceed with the work described

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in the Task Order and the City shall not be obligated to pay Contractor for any work performed until the Project Manager has issued an NTP authorizing the commencement of work under the Task Order.

CHANGES TO TASK ORDER OF WORK

CITY INITIATED CHANGES

Changes to the scope of work under any Task Order initiated by the City will be initiated by the Project Manager's issuance to the Contractor of a Task Order Request for Proposal for Changed Services (Task Order Change RFP). Initiation of this request for changed services does not guarantee modification to a Task Order, including increased scope of work or schedule relief.

Within fourteen (14) calendar days upon receipt of a Task Order Change RFP, or a duration as defined in writing by the Project Manager, the Contractor shall provide a proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount (based on the format of the original task order proposal) for the revised duration of the scope of work (as specified in the Task Order Change RFP), inclusive of all annual billable rate adjustments proposed. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet that clearly demonstrates the proposed changed fee compared to the original fee.
 - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the changed scope of work. This additional information, if required, will be identified in the Task Order Change RFP.

If the City accepts the Contractor's proposal in response to a Task Order Change RFP, the Project Manager shall issue written notification to the Contractor in the form of an executed Task Order Amendment detailing all changes to the original Task Order.

CONTRACTOR REQUESTED CHANGES

Any requests for schedule change or increases in the Task Order compensation amount by the Contractor shall be submitted to the Project Manager in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases.

Approval of the Contractor's request for changes to a Task Order, if accepted by the City, will be documented by an executed Task Order Amendment. The Contractor shall not proceed with any changed

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work before receiving such documentation. The City is not obligated to grant any schedule or cost changes or increases.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Contractor shall not commence Task Order closeout before receiving prior written approval from the Project Manager.

Task Order Closeout Documents include the following:

1. Professional Services Affidavit of Completion Letter
2. Final Statement of Accounting
3. Any other documents or information required by the Project Manager.

MISCELLANEOUS REQUIREMENTS

EXISTING FACILITY INFORMATION

City-supplied documents and digital models: As the scope of a task is defined, the City may make available to the Contractor documents when they exist, related to that specific Task Order scope of work. These documents, when provided for the Contractor's reference in responding to a Task Order RFP, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor shall conduct due diligence in preparing a proposal with all stated inclusions and exclusions as required. Such documents may include items such as:

4. Electronic files of Construction Drawings (Task Order Specific);
5. Available BIM files for areas of work (Task Order Specific);
6. Electronic copies of available Technical Specifications or Reports (Task Order Specific); and
7. 3-D Scans of spaces (Task Order Specific).

SCHEDULING, REPORTING, & COMPENSATION

This section describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondence. The Contractor shall prepare invoices that are based on its progress toward completing work under a Task Order. The Contractor shall schedule the work and identify the resources which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices based on payment alternatives or Task Order structure, which the Contractor must submit for written approval as described in this document. Billing shall be one combined summary invoice for all active Task Orders. Invoices for each project shall be combined into a single monthly invoice package, with either percent-complete or time-and-materials calculation of the task order fee indicated on an invoice

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summary table. The acceptable format for this invoice package is a hyperlinked PDF file for easy navigation.

The Contractor shall invoice for its progress toward completing a task shown on its work schedule for each Task Order. Payments for each Task Order will be calculated in accordance with the Progress Payment Measurement identified in each Task Order RFP and elaborated in the following sections, and shall not exceed the Task Order amount approved, inclusive of any executed Task Order Amendments. Submittal of time sheets may be required concurrently with the submittal of each invoice if specifically required in the Task Order RFP or Task Order Change RFP.

PROGRESS PAYMENT MEASUREMENT

The method of calculating progress payments is described as follows. Alternatives may be requested by the Contractor and approved at the City's sole discretion. The approved method shall be defined in the Task Order.

1. Lump Sum/Fixed Price: Monthly progress payments will be based on the percent-complete of the lump sum/fixed price for the Task Order scope of work. This percent-complete will include all labor, equipment, materials, or other allowable expenses as defined in the Task Order. Each invoice shall contain an estimate of the percentage complete, and if any other backup documentation is required the backup documentation will be defined in the Task Order.
 - a. Monthly invoices and corresponding payments may be approved up to, but not exceeding, the next identified development milestone. For example, while working toward the submission and approval of the 30% design package, up to 30% of the lump sum may be invoiced and requested for payment. Additional invoices and requests for payments beyond 30% of the lump sum amount will not be approved until the 30% milestone has been accepted by the City.
 - b. Alternatively, if milestones are not defined in the Task Order, the Contractor shall propose for the City's review and approval a monthly payment schedule prior to the Contractor's issuance of its first invoice.
2. Time and Materials, Not to Exceed: Monthly progress payments will be based on the actual number of direct labor hours, approved materials, and other allowable expenses for the period invoiced to perform a Task Order scope of work, in accordance with the approved Task Order Fee Proposal Spreadsheet. Each invoice shall contain a table of costs and hours by each employee which shows actuals, projected (or proposed), percent complete of projected (or proposed), and percent remaining to reach the not-to-exceed amount
 - a. All billable rates and hours contained in time and materials invoices will reflect the annual billable rates established in the Labor Rates and Classifications Exhibit to the Agreement (unless otherwise specified in the RFP). As the "Calendar Year" for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to

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the Contractor, the allowable subcontractor markup (maximum 5%) will be applied in the monthly invoice

INVOICES AND PROGRESS PAYMENTS

Task Orders shall have a pre-defined maximum value known as the Not-to-Exceed amount. This may be a lump sum/fixed price, or a not-to-exceed value based on time-and-materials billing. If the Not-to-Exceed amount is for a time-and-materials-based Task Order, payment of the full Not-to-Exceed amount is not guaranteed to the Contractor.

The Contractor shall submit invoices by the 10th day of the month, or by such other date agreed to by the Contractor and confirmed in writing by the Project Manager. Payment of invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, the timely submission of invoices is required.

In accordance with requirements set forth in the Agreement, the Contractor must have provided the City with the following documentation before any work may commence or before any payments will be made to the Contractor:

1. The current Certificate of Insurance providing the levels of protection required by the Prime Agreement;
2. Signed subcontractor agreement(s);
3. Final Organizational Chart (Updated with new Subcontractors as they are acquired); and
4. Name and Title for Authorized Signatories. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.

MONTHLY INVOICE NARRATIVE

The monthly invoice package must contain a project narrative submitted with each invoice. This narrative will describe the work completed in the month of work invoiced, which represents the hours expended and invoiced costs. Failure to submit the monthly invoice narrative and all requirements set forth in the Agreement may be cause for the City's rejection of the invoice until such time that all requirements are fulfilled. Contractor shall complete and include a Monthly Invoice Checklist with each invoice submission.

FINAL CLOSE OUT INVOICE

By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed

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officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from the Project Manager and shall also include a written Affidavit of Completion, certifying all services under the Task Order have been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

ALLOWABLE OVERHEAD (INDIRECT COSTS)

All allowable indirect general and administrative overhead expenses (O.H.) are incorporated in the labor rates and classifications and calculated by applying the overhead multiplier factor against core staff “base rates”.

O.H. are costs that benefit more than one project and cannot be directly identified with a single specific task objective of the project and may include:

1. Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
2. Supplies & Equipment: Office, drafting, engineering copying, postage, freight, vehicles, computer drafting and graphics, computers, telephones/cell phones, software.
3. Maintenance, Calibration, Certification, and Repair: Office equipment and field equipment.
4. Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
5. Taxes: Only allowable state, local, and federal taxes.
6. Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
7. Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order.
8. Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees and recruitment costs.

Upon request from the SVP or the Project Manager, Contractor shall provide a breakdown of all allowable O.H. costs included in the labor rates or multiplying factor.

NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

Non-Allowable Overhead includes but is not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, roadway tolls, donations, gifts, charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, and unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). Costs of drafting proposals in response to Task Order RFPs or Task Order Change RFPs, including personnel costs, are not allowable. If an expense is not explicitly included in this Exhibit as an allowable expense, it is a non-allowable expense.

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EXPENSES (OTHER DIRECT COSTS)

Expenses Reimbursed at Cost: All allowable (non-Salary and non-O.H.) expenses are reimbursed at cost. Receipts are required for all direct expenses submitted for reimbursement.

EXPENSES GREATER THAN \$500

All direct expenses greater than \$500 must be approved prior to the expenditure. Contractor shall identify all such anticipated expenses on the Task Order Fee Proposal Spreadsheet and the Project Manager shall document the City's approval of such costs in each Task Order. Any asset purchased must be surrendered to the City upon Task Order closeout. The Contractor shall be charged a replacement value for any asset paid for by the City that is not accounted for at Task Order closeout.

TRAVEL AND AIRFARE

All travel from outside the Denver metropolitan area must be pre-approved on the DEC Advance Travel Authorization Form and signed by a DEC Supervisor. Travel shall be completed using the most reasonable cost and means under the circumstances and must comply with the City's Fiscal Accountability Rules applicable to such travel expenses and any other applicable policies established by the City. Without modifying any such City rules or policies, travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP or their authorized representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including reasonable and necessary luggage check-in fees. Convenience expenses such as seat upgrades or assignment fees, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

RENTAL CAR

At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.

LODGING RATE / NIGHT

A maximum of the lodging per diem for the Denver metropolitan area (or applicable out-of-town locality, if applicable) as published by the U.S. General Services Administration website <https://www.gsa.gov/> plus taxes per night, unless approved in advance in writing by the SVP or their authorized representative.

MEALS

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The City will reimburse the traveler for reasonable meal expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs that exceed the M&IE rates are directly attributable to the actual business conducted. Reimbursements will be made per individual traveler conducting official City business as it relates to the Contractor's contractual obligations and scope of work. Costs associated with alcohol, drugs, or illicit substances will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the SVP or their authorized representative.

NON-ALLOWABLE EXPENSES

Non-allowable expenses include, but are not limited to, relocation, equipment otherwise not explicitly allowed, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by the City in its contract capacity but not those caused by the City in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines, and penalties. If an expense is not explicitly included in the Agreement as an allowable expense, it is not an allowable expense.

DEC PROJECT MANAGER DISCRETION

All requirements in this Exhibit may be modified by the SVP or their authorized representative to meet the specific needs of the Project. Any modifications to this Exhibit must be documented in authorized writing.

REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Labor Rates and Classifications Exhibit
2. Task Order RFP
3. Task Order Fee Proposal Spreadsheet
4. Task Order Change RFP
5. Monthly Invoice Checklist
6. Advance Travel Authorization Form
7. Professional Services Affidavit of Completion Letter
8. Final Statement of Accounting

END OF EXHIBIT

DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

02/ DEN Equity, Diversity, and Inclusion (EDI) Plan



Mike Washington
MWBE Liaison

Mike.Washington@
hdrinc.com
(303) 524-8496

HDR's Mike Washington will serve as the MWBE Liaison for the Denver Infrastructure On-Call Contract. We have intentionally elevated this role to verify that our MWBE subconsultants are provided with meaningful opportunities and also have representation at the leadership level. In this role, Mike will:

- Lead the implementation of our EDI plan, verifying that we are meeting our obligations to our MWBE subconsultants.
- Proactively engage our MWBE subconsultants to understand their capabilities and business goals and help our project leadership verify that MWBEs receive project opportunities that will help them grow.

HDR's EDI Plan begins with Mike Washington and Contract Manager Brian Lincoln. Brian and Mike will be jointly responsible for adherence to the plan throughout the contract.

| STRATEGIES FOR ENHANCING EDI ENGAGEMENT

Our MWBE engagement for this project began during our current on-call contracts where we are a subconsultant to SMWBE firms such as Shrewsberry and V1. Our intent is to keep those successful and reciprocal teams in place, as sometimes HDR has as much to learn from our consultant partners and vice versa. As we do for each of our projects, we took a multi-tiered approach to evaluating potential teaming partners, considering:

01. Existing relationships with MWBE firms DEN knows and trusts, leveraging their experience to help drive efficiency.
02. MWBEs that haven't yet worked at DEN, creating greater opportunities for local firms.
03. DBE firms new to HDR who bring valuable insight and experience, and provide DEN with additional horsepower to get projects done.

HDR maintains relationships with many MWBEs throughout Colorado, and we consistently work to identify new partnering opportunities to bring value to DEN. We are dedicated to including MWBEs through meaningful project roles, helping expand their services and grow their businesses. **For this contract, we've partnered with 13 MWBE firms: Abstract, Aeris, Eugene Lynne, Granite Engineering, HCL, Livable Cities Studio, Peak Engineering, PK Electrical, Rammah Design, Shrewsberry, Smoky Hill, Sunland, and The Richardson Group.**



DBE Open House

Each year, HDR hosts a DBE Open House at our Denver office to build relationships with both new and existing MWBE partners. We present opportunities for collaboration and encourage cross-networking between the firms in attendance. Our most recent event was held May 14th.

As subcontracting opportunities arise through various task orders, HDR will engage these firms first to supplement and support our team.

Our team is active in professional trade organizations in the industry. We have been a Premier sponsor for the Women's Transportation Seminar (WTS) for several years. We are proud to support and participate in this organization, whose mission is to "attract, sustain, connect, and advance women's careers to strengthen the transportation industry." Through the committees and events we are involved with, we are able to network with new MWBE firms and exchange ideas about the industry, our clients, and upcoming opportunities.

Similarly, we are members of the Institute of Transportation Engineers, American Council of Engineering Companies, Conference of Minority Transportation Officials (COMTO), and American Society of Civil Engineers. These organizations maintain robust membership lists and provide networking opportunities that allow us to engage new MWBEs.

These opportunities are the foundation of our ability to build real relationships over time with new MWBE firms and to identify opportunities to work together.

When selecting new MWBE partners, we consider several factors. First, we assess the potential for meaningful work to be available to the MWBE based on their areas of expertise. Second, we consider how many firms with similar expertise we could engage. Having too many firms with similar expertise often results in making firms spend considerable time on proposal and contract paperwork but ultimately not receiving much work from the contract, which is a situation we like to avoid. For new DBE firms, we evaluate their qualifications, work history, and references to verify we are teaming with businesses that prioritize quality, client service, and efficient delivery.

DEN Academy: Mentoring Future Aviation Leaders

HDR has hosted the DEN Academy, which introduces 7th - 10th grade students to a variety of aviation career paths. HDR helped students evaluate a sustainability project by showing them how we work through an alternatives analysis process to identify the best solution tailored to the issues of a unique challenge.

HDR's long history of MWBE sponsorship includes formal programs as well as hands-on development on projects. In addition to continuing current sponsorship efforts, we will use this contract as an opportunity to continue helping our team of MWBEs build and maintain their businesses. HDR professionals also maintain informal mentor/protégé relationships with many MWBE firms in the state. We regularly meet with these firms to discuss their business goals and challenges and check in regarding upcoming teaming opportunities. Though casual in nature, these relationships result in multiple teaming opportunities every year for a variety of clients.

| TECHNICAL ASSISTANCE & SUPPORT SERVICES

Sponsorship

HDR sponsors MWBE firms through:

- Center of Equity and Excellence in Aviation
- CDOT Mentor/Protégé Program
- Business Development Training Academy (BDTA)

Support Services

HDR also frequently works as a subconsultant to smaller firms, supporting these firms as they lead larger projects. **We have used this approach recently on DEN's Peña Boulevard project, where we are a subconsultant to Peak Consulting Group, LLC. Typically, these firms have a specific discipline, which in Peak's case is delivery of NEPA services, and HDR can support with civil design services, allowing these firms to prime larger multidisciplinary projects.**

Similarly, Basis Partners, an MWBE firm, is currently the prime contractor on the CDOT R2 8-Mile Hill Design Engineering Services project. HDR is serving as a subconsultant providing strategic communications services for minority and low income communities. This project gives us an opportunity to continue building a strong relationship with Basis and provides a platform for on-project mentoring.

Networking with Other Contractors or Consultants

As part of this contract, we propose quarterly calls that Mike will coordinate. **We will invite team members, both MWBE and non-MWBEs, giving MWBEs an opportunity to network with other contractors, consultants, and HDR staff to learn about additional projects that HDR and our partners are pursuing.** This provides the opportunity to strengthen our contractual relationships with the MWBE community.

Networking with DEN

We will identify opportunities for MWBE subconsultants to meet with the airport project managers, and work with them to be prepared with poignant questions and ideas about upcoming opportunities and how to best position their companies for success in pursuing DEN opportunities. As part of our mentoring, Mike and HDR will hold group sessions to cover the following:

- Elevator pitch
- Review and development of MWBE Capabilities sheet
- Development of MWBE value proposition
- Participation in industry partnership conferences and events (COMTO-Colorado, WTS, AMAC, HCC, Black Chamber of Commerce, etc.)
- Various Chamber of Commerce and Association meetings and events
- DEN sponsored meetings

| PROCUREMENT PROCESS

As mentioned previously, our MWBE teaming approach is built upon our existing successful relationships on our current on-calls and [other projects at DEN]. HDR has also participated in BDTA, several Taking Flights webinars, as well as Meet the Primes events to introduce our firm and provide MWBEs with opportunities to engage with us directly to pursue this and other contracts.

Our MWBE procurement process is actually quite simple: there is no formal process. We understand that, for a small business, being required to step through a larger firm's internal bureaucracy can waste valuable time and resources when trying to join a team and grow their business. To prevent the need to jump through unnecessary hoops, HDR's project managers and other leadership open the door for subconsultants to communicate directly with whomever they have a relationship within our organization. There is no "chain of command" to follow if a MWBE wants to learn more about our firm or opportunities to partner. **When certain administrative issues must be handled (e.g., finalizing a contract), we work hand-in-hand with our partners to walk them through that process as quickly and efficiently as possible, so they can focus on growing their firm.**

| COMMUNICATION AND PROPOSER MANAGEMENT

At the beginning of the contract, Mike will engage with our MWBE firms to continue building relationships and learn their long-term business goals. **Mike will work with the MWBEs and project leadership to pair MWBE partners with key HDR team members who share a background in their area of expertise in order to help them demonstrate and build their technical expertise while supporting their progress toward meeting their own longer term business objectives.**

We intentionally structured our team to remove barriers and provide MWBEs with direct communication to our project leadership. While our organization chart shows a traditional hierarchical structure, our team dynamic is much more fluid. To foster open team communication, our MWBEs are welcome to communicate directly with Brian, Janelle, Tyler, or anyone on the team. In addition, having a dedicated lead for our EDI plan offers our team of MWBEs a trusted resource that has their best interests in mind and can also act as a resource for voicing concerns.

Dispute Resolution

Our rigorous approach to dispute management begins with a robust monitoring and tracking program that is conducted on an ongoing basis and designed to identify issues and concerns as they arise and before they become major problems that may have a negative impact on a project. A monthly reporting template is used to track subconsultant progress, conduct month-to-month comparisons and report outstanding issues, concerns, and progress immediately and directly with involved parties. This activity allows HDR to identify MWBE subconsultant needs early in the process and to develop mentoring and mitigation plans to support successful outcomes for MWBEs and the project as a whole. If a dispute does arise, HDR will pursue standard measures to mitigate the issue and effectuate changes to prevent any recurrences. These include fact-finding interviews and meetings to determine the cause of the dispute; verifying and confirming with all parties the presumed

cause of dispute; informing DEN of issues or concerns and preparing a mitigation plan acceptable to DEN contract leadership; implementing the approved plan; and clarifying communications processes to verify that parties are aware of and buy in to approaches to dispute avoidance and mitigation.

Safety Requirements

HDR will hold MWBEs to the same safety requirements as our own employees and other subconsultants. We will develop project-specific safety plans with key elements such as emergency access to and from the site, locations of emergency facilities, contact information to emergency response teams, and project-specific safety elements that identify hazards, appropriate actions, and required training.

Safety will be a topic addressed at regular progress meetings to identify project specific issues and plan procedures and review safety protocols to safety. HDR works under a drug free environment and requires drug testing as a prerequisite to hiring.

We randomly drug test existing employees. HDR construction employees regularly receive OSHA, CPR, First Aid, ATSSA, and confined space training.

Performance and Schedule Expectations

During contracting, we will work closely with our MWBE partners to verify that we are providing meaningful opportunities and clear, consistent scope, schedule, and budget information to DEN. **We will make special efforts to engage our MWBE partners to develop a consistent QC process of their submittal materials and have adequate budget for their assigned tasks.**

During the subcontracting process, we will provide MWBEs with a separate document explaining invoicing requirements, including our obligations to them under Prompt Pay. These include the requirement and format for monthly progress reports, including percent complete toward their budget and indication if they are on, ahead, or behind their anticipated schedule and budget. It will also include invoice submittal to dates to verify that they are paid in accordance with Prompt Pay requirements.

ONGOING TEAM COORDINATION. As Task Orders arise we'll work with the appropriately matched MWBE partners to outline the project approach and meet with the team, typically monthly, depending on project requirements. Meeting participants, including MWBEs, will review progress, schedule, and budget status.

As part of our routine project management, we maintain a database tracking our MWBE commitments and progress toward meeting them. We hold monthly check-ins with our controllers to track expenditures and check those burn rates against expected labor, expense, and subconsultant budgets. If MWBE expenditures are falling behind the expected pace, the

project manager will contact the MWBE to determine the problem and discuss a remedy. If scope or budget changes are needed, Brian will alert DEN to discuss and resolve concerns.

CONTRACT COMPLIANCE.

Brian and Mike will monitor contract compliance regularly. Monthly numbers will be updated in our tracking system, similar to what we currently provide on our CCD and CDOT on-calls.

PROGRESS REPORTING. HDR will maintain transparent reporting with DEN, providing monthly updates that include progress toward meeting MWBE utilization requirements.

Built-In Opportunities for MWBE Mentorship

As previously mentioned, we have intentionally structured our team to include HDR staff who will partner with our MWBE team members who share in their area of expertise, providing the opportunity to engage in an "unofficial" mentor/protege dynamic. This approach not only strengthens our work product by encouraging knowledge-sharing and an added layer of quality control, it also allows for more dynamic relationship-building. We believe that the more people at HDR who are familiar with our MWBE partners, the more opportunities there are for them to participate in future projects. By encouraging collaboration, HDR staff are also able to learn from the unique perspectives that MWBE partners bring to the table. The diagram on the following page details how we have structured this relationship.



Survey

Eugene Lynne

Structural



Landscape



Environmental



SUE



Cost Estimating



Geotech



Civil



Structural/
Const. Admin



Electrical/Lighting



Airfield/Civil



Const. Safety
Phasing Plans



Architecture



PAST PERFORMANCE

HDR recognizes that MWBE firms play a critical role on our projects. As smaller, specialty firms, they bring a unique perspective and approach to each project and can often provide more value to clients than a team comprised solely of larger firms. For this contract, we have partnered with a number of MWBEs with which we have deep working relationships, as well as newer MWBE firms we believe will bring significant value to DEN.

HDR’s MWBE Past Performance Record

Contract and MWBE Goal Achievement	MWBE Support Provided
CCD, DOTI Engineering On-Call Goal: 15% Achieved: 23%	As our strategic teaming partner, MWBE firm Apex increased its staff from 26 to 50 employees during the contract. We also brought on new MWBE partners, including Y2K, which we are currently working with on multiple municipal projects.
Colorado Department of Transportation, Off-System Bridge Inspections Goal: 12% Achieved: 20%	HDR has provided CDOT with bridge inspection and load rating analyses for several years. We have committed to give our MWBE partner, San Engineering, a minimum of 12% of every task order. If scour analysis is needed, we give the majority of the task order to Hydrau-Tech, Inc., another MWBE partner. Overall, we have achieved 20% DBE utilization on this contract, far exceeding the 12% goal.
Broward County Aviation Department General Engineering Consultant Goal: 35% Achieved: 36%	Through the use of ProjectWise, provided to our MWBE partners free of charge, we brought them into the world of cloud collaboration. This allows the team to work in the same system and files simultaneously. It also helps with QC; the team can detect issues and clashes ahead of time.
Philadelphia International Airport, On-Call Civil Engineering Services Goal: 32% Achieved: 40%	HDR helped introduce MWBE firms RJ Arora and RDM to a new client. They also actively participated in client meetings as subject matter experts.

| PROPOSER'S CULTURE

We know a variety of perspectives makes our company stronger. Our employee makeup includes different generations, gender expressions, races, nationalities, sexual orientations, abilities, religions, and ethnicities who work together to deliver one-of-a kind services to our clients. **In 2020, we launched formal employee network groups (ENGs) to broaden awareness and promote inclusion. Our efforts include:**

- A training program to help heighten awareness of unconscious biases.
- A web-based tool to prepare our team members for working in other countries and with other cultures.
- Cultivating a more diverse workforce through key partnerships with universities and local schools that support students in math, engineering, and science.

We also have two key leadership positions focused on inclusion and diversity. HDR's Global Director of Inclusion & Diversity, Abraham Carrillo, leads our strategy and initiatives to empower employees. HDR's Transportation Equity Director, Cathy LaFata, is currently developing practices across HDR's transportation business to help clients integrate equity and environmental justice to their programs and projects.

We take pride in supporting efforts to better our communities. The HDR Foundation helps communities in need through donations, volunteering, and not-for-profit annual grants to qualified organizations that support education, healthy communities, and environmental stewardship. Additionally, HDR engages with Denver area students to build awareness around STEM careers through class visits, office mentoring sessions, and internships.

Future Initiatives

In the next five years, HDR will continue and build upon the activities described in this section to promote equity, diversity, and inclusion in the workplace, our community, and projects. Recently, HDR has focused on expanding supplier equity, diversity, and inclusion in Canada with Indigenous and Aboriginal business inclusion on Canadian projects. Additionally, we upgraded our Business Intelligence (BI) system supplier diversity reports to improve tracking and reporting capabilities linked with procurement. We continue to expand socioeconomic categories and ethnicity tracking to meet client reporting requirements. Another goal in the upcoming years is to develop a Supplier Diversity Inclusion Annual Report that will be included with our Employee Diversity & Inclusion Annual Report.

RECENTLY, THE HDR FOUNDATION GRANTED FUNDING TO LOCAL ORGANIZATIONS THAT SUPPORT UNDERSERVED



All Kids Bike is a national movement led by the Strider Education Foundation to place Kindergarten PE Learn-To-Ride Programs into targeted public schools for free. Each school receives the equipment and training needed to implement the program, including 24 Strider 14x balance bikes, 24 pedal conversion kits, 24 fully adjustable helmets, a 20-inch instructor bike and a five-year support plan. Three school districts in Colorado were selected.



Denver Urban Gardens received a community grant to support their mission of providing the access, skills, and resources for people to grow healthy food in their community. HDR's Denver office regularly engages in garden clean-ups throughout Denver and Aurora communities.



REQUEST FOR PROPOSALS

On-Call Infrastructure Design

RFP No. 202580614

August 20, 2025

REQUEST FOR PROPOSALS (RFP)

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

Contract Administrator (CA): DeAnne Barker
E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202580614

PROPOSALS MUST BE RECEIVED BY: Thursday, September 18, 2025, at 2:00 PM Denver Local Time
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Denver local time.

Event	Date
RFP Advertisement	August 20, 2025
Optional Pre-Proposal Conference	August 27, 2025, at 2:30 PM Denver Local Time
Last Date to Submit Written Questions	September 4, 2025, at 2:00 PM Denver Local Time
Proposal Due Date	September 18, 2025 at 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

[Pre-Proposal Conference Link](#)

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Proposal Submittal

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. DEN strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

Minority and Women-Owned Business Enterprise Participation

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

21% Minority and Women-Owned Business Enterprise (MWBE)

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., found in the [Small Business Certification and Contract Management System](#), or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

General Statement of Work

This RFP is between qualified contractors and Denver International Airport (DEN). The Scope of Work shall be for task-order-based, on-call professional services related to various construction projects within DEN, including facility upgrades, infrastructure improvements, renovations, and other construction-related tasks. Typical projects may include airfield pavement design, roadway design, bridge design, parking facilities, structural engineering, geotechnical investigations, survey and mapping, drainage and hydrological engineering, erosion control design, and traffic engineering. The scope of work varies for each task and may include, but is not limited to, design for rehabilitation, modification, or expansion to existing facilities and systems, design for new facilities, evaluations, reports, and studies, planning, permitting, scheduling and cost estimating, surveying, construction administration, or other engineering services requested, in accordance with the DEN Design Standards Manuals and other applicable standards and regulations.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

- ☐ Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
- ☐ Sample Agreement:
 - List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2
- ☐ Conflict of Interest Question Submission Form:
 - If applicable, please disclose any conflict of interest as outlined in Section III-25.
- ☐ Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
- ☐ DSBO Forms
 - Commitment to MWBE Participation
 - DSBO Program Requirements Handbook – Signature Statement
 - MWBE Utilization Plan Form
- ☐ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- ☐ Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
 - Exhibit B – 2025 Labor Rates and Classifications

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City's strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Bidders, including greater contracted and significant participation for historically underutilized businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses including those owned by veterans and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more inclusive community of Bidders and contractors, both as prime and sub-contractors to address socioeconomic disparities. Through this promotion of equity and inclusion (EDI), the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful Bidders demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

DEN plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, DEN has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. DEN has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its new Vision 100 plan, DEN intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this contract opportunity, DEN believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, highly encourages firms that have historically proposed as prime contractors to serve as subcontractors to M/WBE firms in their contract with DEN, or to create Joint Ventures with M/WBE firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the M/WBE firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about April, 2026 and has a scheduled duration of approximately

three (3) years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Scope of Work for this Contract shall be for task-order-based, on-call professional services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The consultant team ("Consultant") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Consultant will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Consultant team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Consultant's general requirements are defined in the contract agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Consultant in a Request for Proposal in the format as defined by the contract agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Consultants for competitive proposals or when a Task or Project requires specialty team qualifications. The Consultant shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the contract agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Unless otherwise noted in the contract agreement, the Consultant's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-consultant under the contract agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the contract agreement or Request for Proposal document. The Consultant understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Consultant and its sub-consultants' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Consultant shall reference the Task Order

Proposals and Execution Process Exhibit in the contract agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Consultant is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Consultant by the DEN designated representative. Upon approval of the Consultant's proposal, the DEN designated representative issues a written service authorization to the Consultant in the format as defined in the contract agreement. Based on a Notice to Proceed (NTP) date agreed between the Consultant and the DEN designated representative, the Consultant shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Consultant without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Consultant executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Consultant when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.
- 5. Structural Engineering Design**
 - a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.
- 6. Geotechnical Investigations and Other Predesign Services**
 - a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.
- 7. Survey and Mapping**
 - a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.
- 8. Miscellaneous Design Services**
 - a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.
- 9. Construction Phase Support Services**
 - a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

The City and County of Denver's Department of Aviation (City or DEN), by the Contract Services Department (DEN Contract Services). This RFP is governed by the City's ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Services is the sole point of contact concerning this RFP. All communication must be done through the Contract Services Department.

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

Proposers shall undertake a detailed review of the Attachment 6, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 6 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful Proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly to be aware of changes, communications and/or addenda to bids.

DEN will not be held responsible for misinformation received from private plan holders. Please use the DEN BidNet website to obtain solicitation information for the airport.

III-4 Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

III-5 Addenda

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN BidNet Website at the following link:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, DeAnne Barker, by email at contract.procurement@flydenver.com to confirm all posted information.

Please visit the DEN BidNet Website at the following link which contains such services and information as:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

- A. Advertisements for RFx and IFB opportunities
- B. Status of RFx and IFB opportunities
- C. Addendums including vendor questions and responses
- D. Plan holder's/Document Taker's list
- E. Award information

III-7 Withdrawal of Proposal

A Proposer may withdraw its proposal by submitting to DEN a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal

constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, DEN reserves the right to request additional information from any Proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any Proposer or proposal, including Self-Guided Tours of a Proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

III-9 Confidentiality of Records

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation
MWBE Responsiveness Requirements

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

A. Non-Competition

Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

B. Joint Ventures

If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

C. Commitment to MWBE Participation

Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

D. Good Faith Effort

If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts

must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

E. DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement

Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

F. MWBE Utilization Plan

Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

G. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Proposer is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- A. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- B. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by

the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and

- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment 1, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

- D. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- E. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the CEO, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

III-13 Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included.

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of DEN to enter into a Contract in which the Proposer will be paid pursuant to the terms of the Contract.

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;

3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

If the Proposer is a partnership or joint venture, please include a statement disclosing the information listed in subparagraph A and B, above, for each partner or joint venturer. If the Proposer is fifty percent (50%) or greater owned by another entity or individual, please include a statement disclosing the above information for such entity or individual.

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual

owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 4, which is attached hereto and incorporated herein by reference. The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions for uploading COIs to ensure insurance compliance. The City reserves the right to modify submission requirements at any time, including the use of third-party software and/or services, which may involve an additional fee to the Commercial Operator.

III-17 Governmental Immunity

Proposers and subcontractors understand and agree that the City, its officers, officials and employees are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 - 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

III-18 Security

After receiving an executed contract, the Proposer shall be deemed a Contractor of DEN. The Contractor (or subcontractor) requiring access to the Controlled Area, Sterile Area or Secured Area shall become a "Participant" in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in DEN Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City. Once a Contractor company has been sponsored, they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or subcontractor) has legitimate business at the Airport. All construction Contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A subcontractor company working under its own entity must be sponsored by a Contractor company. The subcontracting company must designate its own Authorized Signatory(ies).

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

The Authorized Signatory is responsible for entering and verifying information on the online Badging applications. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of the Contract, a written notice shall be issued to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coring doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual's employment. Pursuant to 49 C.F.R. Part 1520.04-10(d) a fee shall be assessed against any employer who fails to return an Airport ID badge or security keys upon the termination of an individual's employment, transfer, or completion of a project or contract. An additional fee may be requested to cover the administrative cost of processing a lost badge or security key.

III-19 Airport Identification (ID) Badge Requirements

All individuals employed at the Airport with Secured Area access, or working in the Terminal, Concourses or Parking and Ground Transportation facilities, must obtain an Airport ID Badge. Airport ID Badges will be issued by Airport Security. All Airport ID Badges shall be and remain the property of the Airport. The Airport ID Badge must be surrendered on demand to Airport Operations and/or a Contract Security Guard. An individual employed by more than one (1) company, or changing employers, must obtain an Airport ID Badge for each company. Badge color indicates general areas and levels of authorization in relationship with direct support of an individual's job function. Badge color does not determine access. The respective classes of Airport ID Badges, indicated by badge color and associated driving endorsement icon, describe driving privileges in direct correlation with job function.

The individual must meet with their authorizing signatory to complete an online application in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A DEN online Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The Badge Applications should be entered by the authorizing agent 24 hours prior to going to the badging office. Allow adequate time for processing of the STA and CHRC.

The individual must view a training film on DEN Rules and Regulations as they pertain to overall security and pass a corresponding test to assure understanding of the Rules and Regulations.

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on DEN Rules and Regulations as they pertain to overall Movement of Vehicles in the Secured Area and pass a corresponding test to assure understanding of the Rules and Regulations.

A construction orientation specific to the project must be conducted. A designated time for this session must be coordinated with Planning and Development and Airport Operations.

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Badging Application must be entered by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

If for any reason the Airport ID Badge becomes inoperable or damaged, the Airport ID Badge holder shall return that badge to Airport Security, and a replacement badge will be issued. A replacement fee may be assessed should the damage be attributable to the negligence of the employee who was issued the badge.

When an employee is terminated, the Contractor company shall immediately notify Airport Security. This notification must be followed by the return of the Airport ID Badge and written confirmation of this information. The Contractor company must recover Airport ID Badges from individuals whose employment at the Airport has been terminated. The Contractor company shall notify Airport Security in writing when a subcontractor is no longer under the Contractor company's sponsorship. All Airport ID Badges must be returned to Airport Security.

An employee possessing a valid Airport ID Badge may escort other individuals into the Secured Area(s) under the conditions listed in the DEN Rules and Regulations Part 20. If the project is extended, DEN's Project Manager must submit a new Sponsorship Form with a new expiration date. This can be accomplished thirty (30) calendar days prior to expiration of the Airport ID Badge. An application revision must be entered for each employee still required on the project if the badges have expired.

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

If an applicant has been convicted of a crime or found guilty by reason of insanity or has been arrested for any of the disqualifying crimes or is awaiting judicial proceedings, they may be ineligible to obtain an Airport ID Badge. A list of the disqualifying crimes may be found in 49 C.F.R. 1542.209.

III-21 Vehicles in the Secured Area

All Contractor employees who are required to drive in the Sterile and Secured Area(s) unescorted to perform their jobs are required to complete a training film on DEN Rules and Regulations as they pertain to overall movement of vehicles in the Sterile and Secured Area(s) and pass a corresponding test to assure understanding of the DEN Rules and Regulations.

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, approved by an Authorized Signatory and all applicable permit fees must be paid for each Permit requested, and it must be signed by

the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

The Contractor shall purchase and maintain in force a minimum of Ten Million Dollars (\$10,000,000.00) in combined, single-limit automobile insurance for bodily injury and property damage liability per accident or occurrence.

III-22 **Violations**

Any Contractor employer not regulated under 49 C.F.R. Part 1544, Aircraft Operator, will be responsible for payment or reimbursement to DEN of any Civil Penalties imposed by the Transportation Security Administration (TSA) for individual security violations by their employees and/or subcontractor employees for violations under 49 C.F.R. Part 1542.

A Contractor employee may be personally subject to Civil Penalties imposed by TSA for individual security violations committed by Contractor employees and/or subcontractor employees under 49 C.F.R. Part 1542.

Everyone who is issued an Airport ID Badge shall comply with all Security Advisories, DEN Rules and Regulations, the CEO Directives and the DEN Standard Policies and Procedures regarding Airport Safety, Security and Operations. The failure of any individual to comply with such Security Advisories, rules and directives, etc. will result in the issuance of a Violation Notice and may result in the assessment of a Federal Civil Penalty and/or the denial, suspension or revocation of their Airport ID Badges.

III-23 **Diversity and Inclusivity in City Solicitations**

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal. Using the "Diversity and Inclusiveness in City Solicitations Information Request Form," please state whether your firm has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for DEN contractors to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its employees, managers, subcontractors or business partners in order to describe diversity and inclusiveness measures. Rather, DEN simply seeks a description of the Proposer's current practices, if any.

Diversity and Inclusiveness information provided by Proposers in response to DEN solicitations for services or goods will be collated, analyzed and made available in reports consistent with the Mayor's Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

The Diversity and Inclusiveness Form is separate from the requirements established by the Division of Small Business Opportunity (DSBO) and must always be completed – regardless of whether there are any DSBO goals assigned to this project.

III-24 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20, D.R.M.C., which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

III-25 Conflicts of Interest

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

III-26 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

III-27 Compliance with Americans with Disabilities Act ("ADA")

Vision 100 is DEN's strategic plan that serves as a blueprint to align decision-making and enable accountability so DEN can thoughtfully prepare to serve 100 million passengers. To achieve the goals set forth in Vision 100 proposers shall prioritize equity for people with disabilities by ensuring accessibility including requirements set forth by the Americans with Disabilities Act (42 USC § 12101, et seq) ("ADA") (and any subsequent amendments to the statute) as well as any related federal, state, and local disability requirements, supporting DEN's efforts to ensure accessibility in airport facilities and programs.

Proposer shall provide the services specified in this RFP in a manner that complies with the ADA and related requirements. Proposer shall not discriminate against disabled persons in the provision of services, benefits or activities resulting from this RFP and further agrees that any violation of this prohibition on

the part of Proposer, its employees, agents or assigns may result in a disqualification of the entire proposal. Proposer shall, at minimum, review the ADA's implementing regulations (28 CFR parts 35 and 36) and other federal, state, and local accessibility requirements. in preparing any proposals submitted pursuant to this RFP.

If requested by City, Proposer shall engage a qualified disability consultant, as part of the overall contract budget, to review Proposer's work for compliance with the ADA (and any subsequent amendments to the statute) and all related federal, state, and local disability requirements.

END OF ADMINISTRATION INFORMATION

IV. PREPARATION OF PROPOSAL**IV-1 Preparation of Proposal - Proposal Forms**

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative**A. GENERAL**

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, conflict of interest, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal
- Conflict of Interest

IV-3 **Proposal Narrative Contents**

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Narrative Contents	
1.	Cost Effectiveness & Pricing
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
3.	Understanding the Project
4.	Proposed Work Plan and Approach
5.	Key Personnel and Ability to Respond
6.	Company Experience and Qualifications

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

1. **Cost Effectiveness**

Cost-Effectiveness:

- Describe your team's philosophy on ensuring cost-effectiveness and efficiency for each task.
- How will you help DEN meet the project budget without compromising quality?

Pricing:

- If applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B - Core Staff Labor Rates in a separate electronic file and identify if you would like to include pricing in the evaluation and scoring of this RFx.

The Exhibit B 2025 Labor Rates & Classifications is specific to the individual employee assigned to the project, where such assignments are proposed. All salaried personnel or hourly employees not covered

by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Quality Control and Error Minimization:

- A. Explain your approach to quality control.
- B. What strategies will you use to minimize errors or re-work that could increase project costs?
- C. How will consultants and subconsultants adhere to your philosophy?

Right Sizing the Team:

- A. Outline your process for right sizing the team for each task.
- B. How will you optimize team expertise and capabilities to meet DEN's project objectives?
- C. How will you ensure your approach complies with the contract M/WBE goal?

Managing Subconsultants:

- A. Describe methods your team uses to manage subconsultants to maintain effectiveness and quality throughout the project.

2. **DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)**

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The Proposer shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

Proposer's response in the form of a plan should include, but is not limited to:

- A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.
- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

- F. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3)

expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. **Understanding the Project**

Describe the following:

- A. Understanding of the Scope of Work
- B. Complexity, challenges, and problems involved in planning and performing scope of work
- C. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

4. **Proposed Work Plan and Approach**

Describe the Proposer's project management and organizational approach, including:

- A. Proposed effort for completing the work on schedule
- B. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Describe the Proposer's existing project management control methods and progress reporting systems.

Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.

5. **Key Personnel and Ability to Respond**

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

- A. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
- B. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract. *Note: Organizational chart does not count towards total page count.

- A. Describe the qualifications of each subcontractor planned to perform work.
- B. Describe the type of work which will be assigned to each subcontractor.

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. *Note: Resumes do not count towards total page count.

- A. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

6. Company Experience and Qualifications

Describe your experience providing the services detailed in the Scope of Work:

- A. Include information on previous projects where these services have been provided.
- B. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

- A. Project name
- B. Project description
- C. Contract value
- D. Scope of Work
- E. Location
- F. Owner name, address, current contact person, and telephone number
- G. List any subconsultants and percentage of work performed
- H. Gross fees
- I. Outcome/result

V. EVALUATION OF PROPOSALS**V-1 Evaluation of Proposals**

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. DEN may, in its sole discretion, consider a Proposer's comments on the Sample Agreement or other proposed terms and conditions. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

V-2 Past Performance

If a Proposer has performed prior work at DEN, documented instances in which the Proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked Proposers for interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from Proposers. The Evaluation Committee may provide questions to Proposers in advance of the interview. In the interest of minimizing Proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a Proposer.

V-4 Best and Final Offers

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The Contract Administrator Agent shall coordinate the Proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all Proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-5 Evaluation Criteria

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified Proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria		Evaluated Weights
1.	Cost Effectiveness/Pricing	20%
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)	15%
3.	Understanding the Project	10%
4.	Proposed Work Plan and Approach	20%
5.	Key Personnel and Ability to Respond	15%
6.	Company Experience and Qualifications	20%
Total		100%

END OF EVALUATION OF PROPOSALS

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

If this is a corporation, then you are the (check one):

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
- ☐ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

2. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

3. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

The DSBO forms which apply to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to _____% of the total contract value to MWBE participation.
The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): _____

Firm's Representative: _____

Title: _____

Signature (Firm's Representative): _____

Date: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter’s specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering “N/A” may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Project/Contract Name and Number:



Utilization Strategies	• Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. Please provide concrete examples. • Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization. For reference, please refer to CCD Certified Small Business Database. Small Business Certification and Contract Management System Denver Office of Economic Development Response:
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Exhibit F

**Standard Procedure
for Bid Packages**

- Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

DSBO Version 1: 3/4/2025



Exhibit F

Technical Assistance	Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts. Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc. Response:
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VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS

EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

The Pricing Forms which apply to this contract are included as a separate MS Excel attachment in BidNet.

These pages are not included in the page numbering of this contract document.

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

Exhibit F
EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
PROFESSIONAL SERVICES AGREEMENT**

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Commercial Operator” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

Exhibit F

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Exhibit F**7. Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Commercial Operator's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Commercial Operator's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

Exhibit F

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

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as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator’s work or responsibilities under the ROCIP Safety Manual.

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

XI. ATTACHMENT 6, SAMPLE AGREEMENT**SAMPLE AGREEMENT**

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

These pages are not included in the page numbering of this contract document.

Notice to Proposers:**City Required Contract Provisions**

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

7. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
8. Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
9. MWBE Prompt Pay (if applicable) and City Prompt Pay
10. Prevailing Wage Ordinance
11. City Minimum Wage provisions; worker retention provision if applicable
12. Insurance Requirements
13. Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it cannot accept with its Proposal)
14. Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
15. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
16. Governing Law and Venue
17. Bond Ordinances
18. Force Majeure
19. Taxes and Costs
20. Environmental Requirements
21. Records Retention and Other Standard City Provisions, including but not limited to:
22. Diversity and Inclusiveness
23. No Discrimination in Employment
24. Advertising and Public Disclosure
25. Colorado Open Records Act
26. Examination of Records and Audits, including Federal and City Auditor provisions
27. Conflict of Interest
28. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **[Contractor]**, a **[Jurisdiction]** corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional design services; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Design, Engineering and Construction (“**DEC**”). The relevant Senior Vice President (the “**SVP**”) or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order or similar

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form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Contractor shall comply with **Exhibit D** regarding Task Orders.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the City.

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-contractors.

v. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

vi. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor

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contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Construction Administration. If Contractor's Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

E. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

G. Personnel Assignments.

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i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor’s failure to obtain the Project Manager’s approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. **OWNERSHIP AND DELIVERABLES:**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2) one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Contractor completing the work under an issued Task Order, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause. Upon receipt of notice from the EVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in the Task Order shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 4 (C)(iii)(a).

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v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

- i. All costs of correcting and replacing any affected design documents, including reproducible drawings;
- ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and
- iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.
- iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Amount Dollars and Amount Cents (\$Amount) ("Maximum

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Contract Amount”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor’s fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver’s Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit E*.

i. **Late Fees.** Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

ii. **Travel Expenses.** Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

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G. Timesheets. Contractor shall maintain and City may examine all timesheets kept or created in relation to the services performed under this Agreement as required by **Exhibit E**. The City may examine such timesheets and any other related documents upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the EVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment or other modification under D.R.M.C. § 28-70. Contractor acknowledges that:

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under this Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under

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D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for

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proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: Date

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor’s monthly invoices or shall make payments as otherwise provided in this Agreement. The City’s Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

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ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of this Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this

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Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Contractor's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-2-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its

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personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

i. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

ii. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

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ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

[« Click here to add multiple address lines »](#)

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and transmittals at the City's direction.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any

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one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

J. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

K. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

L. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

M. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall

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make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

R. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

S. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

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iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* ("**EDI Plan**"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

B. No Discrimination in Employment. In connection with the performance of work under this Agreement, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude

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Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United

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States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work

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of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of this Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates to be performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate this Agreement for cause or for its convenience.

13. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“TSA”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and

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Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances
 Exhibit A: Scope of Work
 Exhibit B: Rates
 Exhibit C: Insurance Requirements
 Exhibit D: Task Proposals and Execution Process
 Exhibit E: Scheduling, Reporting and Compensation
 Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")
 Exhibit G: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1
 Section 1 through 17 hereof
 Exhibit A
 Exhibit B
 Exhibit C
 Exhibit F
 Exhibit D
 Exhibit E
 Exhibit G

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City

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Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

The Conflict Question Submission form may be relative to this contract and is contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

Exhibit F
DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

☐ Yes - outside entity

☐ No - internal

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III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

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Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

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List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

Exhibit F

VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

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Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot to make a determination at this time

VII. Comments / Conditions

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August 25, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

Scope of this Addendum

Addendum Number 1 includes modifications to the following RFP Documents issued Friday, August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

The following links have been updated as part of Addendum Number 1:

Optional Pre-Proposal Conference

The link for the pre-proposal conference will be replaced in its entirety with the link below.

[Optional Pre-Proposal Conference Link](#)

Minority and Women-Owned Business Enterprise Participation

[Small Business Certification and Contract Management System](#)

Attachment 2, DSBO Forms

DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement: [DSBO Compliance Website](#)

DSBO Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan: [Small Business Certification and Contract Management System](#) & [Denver Office of Economic Development](#)

Attachment 4, Insurance Requirements

Exhibit C: Insurance Requirements for Department of Aviation Professional Services Agreement

[DEN AirsideDrive Program](#)

[DEN Airport Rules and Regulations](#)

[DEN ROCIP Safety Manual](#)

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

The total number of pages (including cover sheet) contained in this Addendum Number 1 is two (2).

* * * * *

End of Addendum Number 1.

Exhibit F

September 11, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

Scope of this Addendum

Addendum Number 2 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 2 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 1 is attached. Question 15 will be addressed in a later addendum.

Preparation of Proposal

Section IV-3 Proposal Narrative Contents

The following language under Cost Effectiveness will be replaced in its entirety to state:

Pricing:

- A. Complete the Exhibit B for Labor Rates and Classifications for the core team and key personnel labor classifications.

All salaried personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) from those identified in the original Contract must also have hourly billing rates approved prior to commencing work at DEN, including additional labor classifications and new or additional subcontractors.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * *

End of Addendum Number 2.

Exhibit F

Questions & Answers - 1

Solicitation 202580614 - On-Call Infrastructure Design
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	Question: Link to Pre-proposal Meeting Does Not Work Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work. Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q2	Question: Preproposal Link Hello, In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information? Thank you Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q3	Question: Organizational Chart Can the org chart be on a 11 x 17 page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q4	Question: Conflict of Interest In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement. Answer: The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. Proposers should consider potential conflict of interests as defined in Section III-25.	08/27/2025
Q5	Question: Sample List of Task Order Projects Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract? Answer: Actual task order projects have not been determined at this time, but could include: -Runway and airfield pavement rehabilitation projects -Roadway and surface parking lot rehabilitation projects -Airside and landside pavement evaluations -Stormwater drainage improvements -New and modifications of water quality facilities -DIW system rehabilitation and improvements -Rehabilitation of airfield lighting systems -Traffic signal design, traffic analysis -Utility extensions and preliminary site development	08/27/2025

Exhibit F

No	Question/Answer	Question Date
Q6	Question: Consultants' submission Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.) Answer: DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs.	08/27/2025
Q7	Question: Tab 5 Key Personnel We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q8	Question: Consultant Number How many consultants/teams will DEN be selecting for this contract? Answer: DEN is anticipating approximately 5 contracts to be awarded.	08/29/2025
Q9	Question: Contract Cap Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be? Answer: DEN is anticipating each contract maximum liability to be approximately \$10M.	08/29/2025
Q10	Question: Organization Chart Size Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count? Answer: Yes, the org chart can be on an 11 x 17 page.	09/02/2025
Q11	Question: Proposal Format Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font. Answer: The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel.	09/03/2025
Q12	Question: Proposal Format RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling. Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/03/2025

Exhibit F

No	Question/Answer	Question Date
Q13	Question: Exhibit B Rate Sheet Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates. Answer: The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit.	09/03/2025
Q14	Question: Exhibit B-2025 Labor Rates and Classification The "Exhibit B-2025 Labor Rates and Classification" form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form? Answer: Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level.	09/04/2025
Q16	Question: conflict of interest form The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form. Answer: The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist. The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.	09/04/2025
Q17	Question: project specific pricing sheet The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract. Answer: IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity.	09/04/2025
Q18	Question: Exhibit B 2025 Labor Rates & Classification Page 24 of the RFP indicates that "The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, .." The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification? Answer: Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q19	Question: Font Size/Type Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q20	Question: DEN Conflict Question Submission Form Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP. Answer: Refer to Q16.	09/04/2025
Q21	Question: DEN Conflict Question Submission Form Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online? Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q22	Question: DEN Conflict Question Submission Form If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form. Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q23	Question: DEN Conflict Question Submission Form If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date. Answer: If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package.	09/04/2025
Q24	Question: DEN Conflict Question Submission Form If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections. Answer: Correct - Section VI and VII are reserved for DEN's determination.	09/04/2025
Q25	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states "if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates." Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled "EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125", for the prime consultant only. Answer: Refer to Q13 and Q17.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q26	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring. Answer: IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria.	09/04/2025
Q27	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option. Answer: IV-3 Subsection 1 will be revised. This is not intended to be a proposer option.	09/04/2025
Q28	Question: Number of Contracts How many contracts does DEN expect to award as part of this solicitation? Answer: Refer to Q8.	09/04/2025
Q29	Question: Submission on Areas Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP? Answer: Refer to Q6.	09/04/2025
Q30	Question: Graphics + Org Chart Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q31	Question: Exhibit B - Rates Can categorical rates be provided within the Exhibit B form or are individual person names required? Answer: Refer to Q18.	09/04/2025
Q32	Question: Exhibit B - Rates Are rates to be provided within the Exhibit B form for the prime only or for prime and subs? Answer: Refer to Q13.	09/04/2025

Exhibit F

September 12, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

Scope of this Addendum

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * *

End of Addendum Number 3.

Exhibit F

Questions & Answers - 1

Solicitation

202580614 - On-Call Infrastructure Design

Buying Organization

City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q15	Question: Exhibit B-2025 Labor Rates and Classification The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that? Answer: Correct - the intent is to limit annual escalations to 3% and final contract language will be updated.	09/04/2025



PROPOSAL FOR DEN On-Call Infrastructure Design

Denver International Airport | RFP No. 202580614



September 18, 2025



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Appendix

- Resumes
- Sample Agreement
- Proposal Forms
- DSBO Forms
- Diversity Survey



Exhibit F



Jason Longsdorf
Principal- in-Charge



Chau Nguyen
Technical Advisor



Brian Lincoln
Contract Manager



Janelle Jahnke
Landside Task Lead



Tyler Horn,
Airside Task Lead



Mike Washington,
MWBE Liaison

September 18, 2025

DeAnne Barker
Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

Submitted electronically via BidNet.

RE: DEN On-Call Infrastructure Design (RFP #202580614)

Dear Ms. Barker and Selection Committee Members:

Denver International Airport is not just growing—it is proactively evolving for the future. As one of the busiest and most forward-looking airports in the world, DEN has made its ambitions clear through Vision 100 and Operation 2045. This isn't about reacting to growth, it's about leading it. From infrastructure maintenance through capital improvement programs, to enabling work for major expansion programs, every project at DEN is a step toward the future. DEN's evolution demands a partner who understands that each project is not just an isolated system; but instead, is a critical component of the overall infrastructure that must cohesively evolve and adapt in anticipation for what's next.

HDR Engineering, Inc. (HDR) is prepared to be that partner and we believe the following provides value to DEN in the context of this infrastructure program, and in all you do.

Colorado's Transportation Leaders

HDR's transportation experience in the region is second to none, as evidenced by our consistent ranking at the top of Colorado/Wyoming Top Design Firms by Engineering News-Record. This position was not achieved overnight, it is the result of decades of dedication to the region by the very leaders who will advise this program. Principal-in-Charge Jason Longsdorf and Technical Advisor Chau Nguyen have spent their careers shaping infrastructure along Colorado's Front Range: building trusted relationships and delivering the results that have earned HDR its reputation.

Their leadership is backed by day-to-day responsiveness from HDR's next generation of transportation leaders: Contract Manager Brian Lincoln, Airside Task Lead Tyler Horn, and Landside Task Lead Janelle Jahnke bring a hands-on understanding of DEN's operational needs as they are deeply embedded in DEN through key roles leading HDR's active task orders at DEN. This experience gives them a nuanced understanding of the airport's standards and processes, stakeholder expectations, and operational rhythms.

Brian, Tyler, and Janelle are backed by HDR's deep bench of professionals, consisting of HDR's 600+ Colorado staff, nearly 200 aviation staff nationwide, and local subconsultant partners. Our depth, variety of services and proximity provides a nimble team ready to respond to both Airside and Landside projects quickly, regardless of the task at hand.

A Commitment to Equity, Diversity, and Inclusion

Our EDI initiatives are more than policy, they're practice. HDR has long embraced the benefits of partnering with smaller, growing firms. We build diverse teams, mentor small and disadvantaged businesses, and create opportunities that reflect the values of the communities we serve.

CONTACT

Brian Lincoln, PE
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970-270-5966

hdrinc.com

1670 Broadway, Suite 3400, Denver, CO 80202-4824
M 970-270-5966 O 303-764-1520

HDR ENGINEERING, INC. - 202582716-00

Exhibit F



HDR consistently ranked in the
Top 3 of Colorado/ Wyoming
Top Design Firms

Delivering more than
\$350M
in airport design in the
last 5 years

HDR is involved in
11
separate, active
task orders at DEN

HDR has
40+
local staff with
experience at DEN

HDR has nearly
200
aviation staff nationwide

For this opportunity, we have crafted a subconsultant team comprised entirely of MWBE firms. Each of our 13 subconsultants are certified MWBE and bring their own seasoned experiences working for DEN. These partners include firms with whom HDR has been working with and mentoring for years and trust to deliver on our projects. Some of these partners include newly certified MWBEs introduced to us through DEN's Business Development Training Academy (BDTA), Meet the Primes events, and HDR's Small Business Partners Open House.

Deep Familiarity with DEN

HDR's team is actively involved in 11 separate task orders across five different contracts at DEN. These ongoing efforts span a wide variety of different disciplines (Architectural, Building-Engineering, Civil-Site Design, Drainage Design, Electrical Design, Structural Analysis, Structural Design, Sustainability, Transportation Planning), and we have positioned our key personnel and our deep bench of technical staff to develop a broad understanding of DEN's operational environment.

Through these engagements, our team has built strong working relationships with DEN staff, is well versed in DEN's processes, and is aligned with the airport's strategic priorities. This familiarity allows us to anticipate needs, navigate procedures efficiently, and deliver solutions that are responsive to DEN's goals and evolving needs.

National Aviation Leaders

Our aviation business class is a leader in the national aviation design profession, with nearly 200 aviation staff delivering more than \$350M+ in design for airports in the last five years, including many other large hubs such as DFW, LAX, LAS, MCO, PHX, FLL, JFK, and CLT. Contract Manager Brian Lincoln and Airfield Task Lead Tyler Horn are both career-long aviation professionals. They consistently leverage HDR's extensive national aviation expertise alongside our robust local resources to deliver successful project outcomes..

Thank you for the opportunity to support one of the world's most forward-thinking airports. We look forward to continuing the conversation. HDR is committing the availability of the key personnel identified in Section 5 to perform the work for the duration of the contract term.

Sincerely,

HDR Engineering, Inc.



Brian Lincoln, PE (CO.0049509)
Aviation Project Manager



R. Bradley Martin
Senior Vice President/Area Manager

1670 Broadway, Suite 3400, Denver, CO 80202-4824
M 970-270-5966 O 303-764-1520

Cost Effectiveness & Pricing

01 / Cost Effectiveness

Cost Effectiveness

| PHILOSOPHY ON COST-EFFECTIVENESS

HDR's approach to cost-effectiveness is rooted in a mindset centered on innovation. Although we leverage advanced tools and technologies to support efficiency, our philosophy for cost-effectiveness is predominantly rooted in thoughtful planning at the project management level, supported by targeted innovations across process, delivery, and design:



01. **Design Innovations:** Construction cost efficiencies through focus on constructability and quality control. Our designs are supplemented by structured quality control and value engineering measures to avoid unnecessary complexity and cost in construction.



02. **Process Innovations:** Focus on schedule, stakeholder engagement and decision points. We carefully craft project schedules to streamline decision-making schedules and avoid unnecessary backtracks, reversals, or delays.



03. **Delivery Innovations:** Focus on how project is staffed, and how resources are managed internally. We leverage our deep bench of experts and wide selection of key subconsultant partners to optimize project teams while minimizing unnecessary overlap.

| MEETING BUDGETS AND QUALITY

We believe that cost-effectiveness and quality are not opposing forces, they are interdependent. Construction costs typically far exceed design costs. In many cases, a greater investment in early predesign phases and investigations may lead to greater cost savings in construction. Many supplemental efforts can be added to enhance quality of design (such as Subsurface Utility Engineering Investigations, value-engineering exercises, and constructability workshops), and serve as modest investments up front that can lead to significant savings during the bidding and construction stages.

There is a balance to consider though. Each project's scope, complexity, schedule, impact to stakeholders, and long-term value are significant factors that shape the return on investment of quality-added efforts. Therefore, our approach to any task will begin with early, open conversations with DEN staff, where we focus on applicable innovations in Design, Process, and Delivery. These innovations will be evaluated to right-size the quality-added efforts and returns for each specific task.

One added feature our team deploys is project submittal milestone summaries that provide three to five highlights of what DEN staff and stakeholders should recognize. This allows DEN staff to quickly get up to speed and focus on major changes, or items requiring DEN decisions at milestones.

Pricing:

A. An Exhibit B pricing form is submitted as a separate attachment to this proposal.

Where we have done it.

During negotiations for the Southwest Provisioning Building Remodel project, DEN requested a fee reduction after initial review.

The project leadership team, including Contract Manager Brian Lincoln, sat down with DEN staff to listen to your needs, align scope items, and discuss opportunities for cost savings. This session allowed for the design fee to fall within budget and for progression to Notice to Proceed.



DESIGN INNOVATIONS

Quality Control and Error Minimization

| HDR'S APPROACH TO QUALITY CONTROL

Quality at HDR is tailored to address DEN's needs. Our risk mitigation process is ready to be incorporated into DEN's existing software to enhance efficiencies across the board. Quality is a continuous, integrated mindset that begins before the task is even initiated, and carries all the way through to final project closeout. We tailor our quality control approach to the needs of each task order, drawing from a robust menu of tools and strategies that right-size our approach to each project in alignment with DEN's operational goals.

HDR's corporate policy requires a project-specific Quality Control Plan (QCP) for each task order. QA/QC Manager Phil Hahn will tailor the QCP to meet the unique needs of each assignment, incorporating internal review schedules and recovery time to address comments. Our QCPs are supplemented by additional efforts, carefully selected on a task-by-task basis:

Standard Quality Control Protocols – all tasks

- **Risk Mitigation** will happen concurrently with SOW development. Our HDR leadership immediately starts drafting up risks we see as potential impacts to your revenue generating facilities. We deploy mitigation strategies built into our fee, then quickly communicate those with DEN upon project award for integration into design.
- **Structured internal reviews** at key milestones, including discipline-specific and cross-discipline coordination checks. We use the cloud-based Bluebeam Studio Session to facilitate real time commenting and responses from the review team.
- **Plans-in-hand field reviews** consisting of physical on-site walkthroughs to validate design assumptions and identify constructability issues early.
- **Internal Compliance Audits** against DEN standards to maintain alignment with Design Standard Manuals and BIM/CAD standards.
- **Independent Design Reviews (IDRs)** conducted by our subconsultant partners — notably Shrewsbury (Landside) and Aeris (Airside) to lean into the knowledge and lessons learned from resources outside of HDR.
- **QA/QC checklists and peer reviews** embedded into our project workflows to verify consistency and compliance with DEN standards.

Tailored Quality Control Solutions – per task

- **Subsurface Utility Engineering (SUE)** and utility conflict resolution planning to avoid costly surprises in construction.
- **BIM clash detection** to identify and resolve conflicts before they reach the field.
- **Additional plans-in-hand field reviews** for follow-up validation on assumptions as design progresses, and further examination of potential constructability issues.
- **Stakeholder engagement workshops** to gather input, build consensus, and verify alignment with DEN's operational priorities.
- **Constructability workshops** with input from contractors or construction-experienced staff to reduce risk and improve buildability.
- **Value engineering workshops** to explore cost-saving alternatives without sacrificing performance or safety.



Where we have done it.

At the Powell Municipal Airport where this General Aviation airport had limited funding available to rehabilitate two heavily deteriorated aprons.

Tyler Horn engaged in discussions with many local contractors to collect insight on available construction methods and materials to help the airport select the appropriate rehabilitation method (Full-Depth Reclamation).

Ultimately, Tyler coordinated bid results with the FAA ADO PM, Rebecca Wersal, allowing the project to advance into construction.



PROCESS INNOVATIONS

| STRATEGIES TO MINIMIZE ERROR/REWORK

We believe that avoiding re-work starts with a carefully planned and well-structured process. Our approach to process innovation centers on crafting project schedules that have milestone decision points strategically sequenced to support smooth execution. Before any task order begins, we conduct a collaborative schedule workshop between HDR and DEN to identify internal and external stakeholders relevant to the project, and map out the key decision points required for successful delivery.

We work with DEN to define:

- What decisions need to be made by stakeholders.
- Who is responsible for making decisions.
- When those decisions must occur within the project timeline.

Subconsultants Adherence to Philosophy:

HDR requires that each subconsultant prepare a customized Quality Management Plan (QMP) for each task order, to check that their deliverables meet HDR's expectations before internal reviews begin. This layered approach reduces the likelihood of errors and allows DEN to focus on meaningful feedback rather than avoidable corrections. We also incorporate lessons learned into our quality strategy. Upon completion of each task order, our team will hold debrief sessions with each subconsultant partner to document insights and areas for improvement. These findings are stored in our centralized document management system and used to update QCPs and QMPs, enabling continuous improvement across the program.

Our MWBE liaison, Mike Washington, supports our project delivery team with management of consultant partners through his DSBO experience. He recently helped our project team work through a challenge with a subconsultant who deferred a portion of their scope after agreements were already in place. His guidance through the lens of the MWBE community allowed us to engage in meaningful conversation with our partner, determine the actual root of the scope reduction request, and support them through project execution.



Where we have done it.

Where project budgets allow, a newer tool to DEN has been the use of Design Charrettes to bring stakeholders into the room within the first few weeks of the project kicking off. This has provided an invaluable process through two recent charrettes on our Communication Center where our team was able to present early concepts directly to stakeholders, receive feedback, and understand who the decision makers and influencers are. The charrette process led to outside-the-box thinking for alternative development, leading to a more efficient space allocation of the renovation.



DELIVERY INNOVATIONS

Right-Sizing the Team

| RIGHT-SIZING THE TEAM FOR EACH TASK

HDR's Transportation Project Approach Resource Review (TransPARR) process brings subject matter specialists into the conversation early. This means that the right resources are allocated from the start, minimizing the risk of rework and misalignment. Brian Lincoln (Contract Manager), Mike Washington (MWBE/EDI Liason), and Jason Longsdorf (Principal-in-Charge) will participate in TransPARR meetings to set expectations and verify that our team is on track to deliver high-quality, cost-effective results.

| OPTIMIZE TEAM EXPERTISE AND CAPABILITIES

Cost-effectiveness also depends on assembling the right team for each task. HDR's TransPARR process applies a structured internal review process to evaluate the team composition for each task order, engaging the right expertise for DEN's objectives. Our experience through our current DEN on-calls has allowed us to strategize MWBE involvement with support on most disciplines, allowing us to be nimble and efficient when building task order teams for each task order RFP solicitation. If needed, our leadership coordinates directly with DEN to evaluate the scope and pair the appropriate expertise with availability and opportunity. This enables HDR to staff each task with professionals who bring value to DEN's objectives, while providing meaningful roles to our MWBE partners to enhance their business.

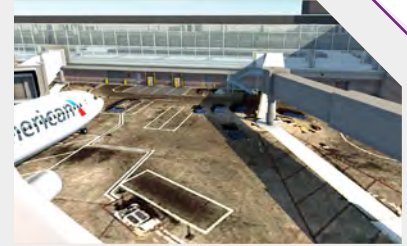
| COMPLIANCE WITH M/WBE GOAL

Our approach supports DEN's 21% MWBE goals. We have crafted a subconsultant team comprised entirely of certified MWBE firms who have extensive experience working at DEN. We have evaluated all the services required by this RFP and built a team of trusted partners with redundant capacity so that DEN has access to a deeper pool of talent and expertise. This also allows HDR to balance and achieve your contract goals, even during periods when our partners' workloads are high. Our process includes regular communication, and when possible, advance planning on upcoming tasks so that our partners can better work the tasks into their own managed workflows. We manage all this through precise and transparent documentation along with regular reporting.

Managing Subconsultants

| METHODS TO MANAGE SUBCONSULTANTS

Effective subconsultant management is essential to maintaining quality and cost control. Shortly after contract execution, HDR will host a project chartering meeting with the full team to establish expectations, communication protocols, and procedures for document control and dispute resolution. This meeting sets



Where we have done it.

Through our Architecture and Engineering On-call led by Contract Manager Brian Lincoln, we recently scoped an eGSE EV Charging project with PK Electrical, a known firm at DEN. PK had done this project before at DEN, but through discussions during scoping, did not have the capacity to take on all the electrical. We worked with them to identify appropriate workload, and separate scope to support their development, provide a meaningful role, and meet our contract goals.

the tone for a seamless team operating as one for DEN.

Aviation Document Control Manager Tamara Bradley will implement a centralized system to manage task orders, maintain project documentation, and facilitate consistent quality across deliverables. Each subconsultant's QMP will be integrated into this system, allowing for early quality checks and alignment with HDR's standards. If performance or quality issues arise, our leadership team will engage directly to identify root causes and provide guidance for corrective action. **These interactions are approached as opportunities for growth, maintaining our collaborative team culture.**

DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

02/ DEN Equity, Diversity, and Inclusion (EDI) Plan



Mike Washington
MWBE Liaison

Mike.Washington@
hdrinc.com
(303) 524-8496

HDR's Mike Washington will serve as the MWBE Liaison for the Denver Infrastructure On-Call Contract. We have intentionally elevated this role to verify that our MWBE subconsultants are provided with meaningful opportunities and also have representation at the leadership level. In this role, Mike will:

- Lead the implementation of our EDI plan, verifying that we are meeting our obligations to our MWBE subconsultants.
- Proactively engage our MWBE subconsultants to understand their capabilities and business goals and help our project leadership verify that MWBEs receive project opportunities that will help them grow.

HDR's EDI Plan begins with Mike Washington and Contract Manager Brian Lincoln. Brian and Mike will be jointly responsible for adherence to the plan throughout the contract.

| STRATEGIES FOR ENHANCING EDI ENGAGEMENT

Our MWBE engagement for this project began during our current on-call contracts where we are a subconsultant to SMWBE firms such as Shrewsberry and V1. Our intent is to keep those successful and reciprocal teams in place, as sometimes HDR has as much to learn from our consultant partners and vice versa. As we do for each of our projects, we took a multi-tiered approach to evaluating potential teaming partners, considering:

01. Existing relationships with MWBE firms DEN knows and trusts, leveraging their experience to help drive efficiency.
02. MWBEs that haven't yet worked at DEN, creating greater opportunities for local firms.
03. DBE firms new to HDR who bring valuable insight and experience, and provide DEN with additional horsepower to get projects done.

HDR maintains relationships with many MWBEs throughout Colorado, and we consistently work to identify new partnering opportunities to bring value to DEN. We are dedicated to including MWBEs through meaningful project roles, helping expand their services and grow their businesses. **For this contract, we've partnered with 13 MWBE firms: Abstract, Aeris, Eugene Lynne, Granite Engineering, HCL, Livable Cities Studio, Peak Engineering, PK Electrical, Rammah Design, Shrewsberry, Smoky Hill, Sunland, and Tom Richardson.**

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Each year, HDR hosts a DBE Open House at our Denver office to build relationships with both new and existing MWBE partners. We present opportunities for collaboration and encourage cross-networking between the firms in attendance. Our most recent event was held May 14th.

As subcontracting opportunities arise through various task orders, HDR will engage these firms first to supplement and support our team.

Our team is active in professional trade organizations in the industry. We have been a Premier sponsor for the Women's Transportation Seminar (WTS) for several years. We are proud to support and participate in this organization, whose mission is to "attract, sustain, connect, and advance women's careers to strengthen the transportation industry." Through the committees and events we are involved with, we are able to network with new MWBE firms and exchange ideas about the industry, our clients, and upcoming opportunities.

Similarly, we are members of the Institute of Transportation Engineers, American Council of Engineering Companies, Conference of Minority Transportation Officials (COMTO), and American Society of Civil Engineers. These organizations maintain robust membership lists and provide networking opportunities that allow us to engage new MWBEs.

These opportunities are the foundation of our ability to build real relationships over time with new MWBE firms and to identify opportunities to work together.

When selecting new MWBE partners, we consider several factors. First, we assess the potential for meaningful work to be available to the MWBE based on their areas of expertise. Second, we consider how many firms with similar expertise we could engage. Having too many firms with similar expertise often results in making firms spend considerable time on proposal and contract paperwork but ultimately not receiving much work from the contract, which is a situation we like to avoid. For new DBE firms, we evaluate their qualifications, work history, and references to verify we are teaming with businesses that prioritize quality, client service, and efficient delivery.

DEN Academy: Mentoring Future Aviation Leaders

HDR has hosted the DEN Academy, which introduces 7th - 10th grade students to a variety of aviation career paths. HDR helped students evaluate a sustainability project by showing them how we work through an alternatives analysis process to identify the best solution tailored to the issues of a unique challenge.

HDR's long history of MWBE sponsorship includes formal programs as well as hands-on development on projects. In addition to continuing current sponsorship efforts, we will use this contract as an opportunity to continue helping our team of MWBEs build and maintain their businesses. HDR professionals also maintain informal mentor/protégé relationships with many MWBE firms in the state. We regularly meet with these firms to discuss their business goals and challenges and check in regarding upcoming teaming opportunities. Though casual in nature, these relationships result in multiple teaming opportunities every year for a variety of clients.

| TECHNICAL ASSISTANCE & SUPPORT SERVICES

Sponsorship

HDR sponsors MWBE firms through:

- Center of Equity and Excellence in Aviation
- CDOT Mentor/Protégé Program
- Business Development Training Academy (BDTA)

Support Services

HDR also frequently works as a subconsultant to smaller firms, supporting these firms as they lead larger projects. **We have used this approach recently on DEN's Peña Boulevard project, where we are a subconsultant to Peak Consulting Group, LLC. Typically, these firms have a specific discipline, which in Peak's case is delivery of NEPA services, and HDR can support with civil design services, allowing these firms to prime larger multidisciplinary projects.**

Similarly, Basis Partners, an MWBE firm, is currently the prime contractor on the CDOT R2 8-Mile Hill Design Engineering Services project. HDR is serving as a subconsultant providing strategic communications services for minority and low income communities. This project gives us an opportunity to continue building a strong relationship with Basis and provides a platform for on-project mentoring.

Networking with Other Contractors or Consultants

As part of this contract, we propose quarterly calls that Mike will coordinate. **We will invite team members, both MWBE and non-MWBEs, giving MWBEs an opportunity to network with other contractors, consultants, and HDR staff to learn about additional projects that HDR and our partners are pursuing.** This provides the opportunity to strengthen our contractual relationships with the MWBE community.

Networking with DEN

We will identify opportunities for MWBE subconsultants to meet with the airport project managers, and work with them to be prepared with poignant questions and ideas about upcoming opportunities and how to best position their companies for success in pursuing DEN opportunities. As part of our mentoring, Mike and HDR will hold group sessions to cover the following:

- Elevator pitch
- Review and development of MWBE Capabilities sheet
- Development of MWBE value proposition
- Participation in industry partnership conferences and events (COMTO-Colorado, WTS, AMAC, HCC, Black Chamber of Commerce, etc.)
- Various Chamber of Commerce and Association meetings and events
- DEN sponsored meetings

| PROCUREMENT PROCESS

As mentioned previously, our MWBE teaming approach is built upon our existing successful relationships on our current on-calls and [other projects at DEN]. HDR has also participated in BDTA, several Taking Flights webinars, as well as Meet the Primes events to introduce our firm and provide MWBEs with opportunities to engage with us directly to pursue this and other contracts.

Our MWBE procurement process is actually quite simple: there is no formal process. We understand that, for a small business, being required to step through a larger firm's internal bureaucracy can waste valuable time and resources when trying to join a team and grow their business. To prevent the need to jump through unnecessary hoops, HDR's project managers and other leadership open the door for subconsultants to communicate directly with whomever they have a relationship within our organization. There is no "chain of command" to follow if a MWBE wants to learn more about our firm or opportunities to partner. **When certain administrative issues must be handled (e.g., finalizing a contract), we work hand-in-hand with our partners to walk them through that process as quickly and efficiently as possible, so they can focus on growing their firm.**

| COMMUNICATION AND PROPOSER MANAGEMENT

At the beginning of the contract, Mike will engage with our MWBE firms to continue building relationships and learn their long-term business goals. **Mike will work with the MWBEs and project leadership to pair MWBE partners with key HDR team members who share a background in their area of expertise in order to help them demonstrate and build their technical expertise while supporting their progress toward meeting their own longer term business objectives.**

We intentionally structured our team to remove barriers and provide MWBEs with direct communication to our project leadership. While our organization chart shows a traditional hierarchical structure, our team dynamic is much more fluid. To foster open team communication, our MWBEs are welcome to communicate directly with Brian, Janelle, Tyler, or anyone on the team. In addition, having a dedicated lead for our EDI plan offers our team of MWBEs a trusted resource that has their best interests in mind and can also act as a resource for voicing concerns.

Dispute Resolution

Our rigorous approach to dispute management begins with a robust monitoring and tracking program that is conducted on an ongoing basis and designed to identify issues and concerns as they arise and before they become major problems that may have a negative impact on a project. A monthly reporting template is used to track subconsultant progress, conduct month-to-month comparisons and report outstanding issues, concerns, and progress immediately and directly with involved parties. This activity allows HDR to identify MWBE subconsultant needs early in the process and to develop mentoring and mitigation plans to support successful outcomes for MWBEs and the project as a whole. If a dispute does arise, HDR will pursue standard measures to mitigate the issue and effectuate changes to prevent any recurrences. These include fact-finding interviews and meetings to determine the cause of the dispute; verifying and confirming with all parties the presumed

cause of dispute; informing DEN of issues or concerns and preparing a mitigation plan acceptable to DEN contract leadership; implementing the approved plan; and clarifying communications processes to verify that parties are aware of and buy in to approaches to dispute avoidance and mitigation.

Safety Requirements

HDR will hold MWBEs to the same safety requirements as our own employees and other subconsultants. We will develop project-specific safety plans with key elements such as emergency access to and from the site, locations of emergency facilities, contact information to emergency response teams, and project-specific safety elements that identify hazards, appropriate actions, and required training.

Safety will be a topic addressed at regular progress meetings to identify project specific issues and plan procedures and review safety protocols to safety. HDR works under a drug free environment and requires drug testing as a prerequisite to hiring.

We randomly drug test existing employees. HDR construction employees regularly receive OSHA, CPR, First Aid, ATSSA, and confined space training.

Performance and Schedule Expectations

During contracting, we will work closely with our MWBE partners to verify that we are providing meaningful opportunities and clear, consistent scope, schedule, and budget information to DEN. **We will make special efforts to engage our MWBE partners to develop a consistent QC process of their submittal materials and have adequate budget for their assigned tasks.**

During the subcontracting process, we will provide MWBEs with a separate document explaining invoicing requirements, including our obligations to them under Prompt Pay. These include the requirement and format for monthly progress reports, including percent complete toward their budget and indication if they are on, ahead, or behind their anticipated schedule and budget. It will also include invoice submittal to dates to verify that they are paid in accordance with Prompt Pay requirements.

ONGOING TEAM COORDINATION. As Task Orders arise we'll work with the appropriately matched MWBE partners to outline the project approach and meet with the team, typically monthly, depending on project requirements. Meeting participants, including MWBEs, will review progress, schedule, and budget status.

As part of our routine project management, we maintain a database tracking our MWBE commitments and progress toward meeting them. We hold monthly check-ins with our controllers to track expenditures and check those burn rates against expected labor, expense, and subconsultant budgets. If MWBE expenditures are falling behind the expected pace, the

project manager will contact the MWBE to determine the problem and discuss a remedy. If scope or budget changes are needed, Brian will alert DEN to discuss and resolve concerns.

CONTRACT COMPLIANCE.

Brian and Mike will monitor contract compliance regularly. Monthly numbers will be updated in our tracking system, similar to what we currently provide on our CCD and CDOT on-calls.

PROGRESS REPORTING. HDR will maintain transparent reporting with DEN, providing monthly updates that include progress toward meeting MWBE utilization requirements.

Built-In Opportunities for MWBE Mentorship

As previously mentioned, we have intentionally structured our team to include HDR staff who will partner with our MWBE team members who share in their area of expertise, providing the opportunity to engage in an "unofficial" mentor/protege dynamic. This approach not only strengthens our work product by encouraging knowledge-sharing and an added layer of quality control, it also allows for more dynamic relationship-building. We believe that the more people at HDR who are familiar with our MWBE partners, the more opportunities there are for them to participate in future projects. By encouraging collaboration, HDR staff are also able to learn from the unique perspectives that MWBE partners bring to the table. The diagram on the following page details how we have structured this relationship.



Survey

Eugene Lynne

Structural



Landscape



Environmental



SUE



Cost Estimating



Geotech



Civil



Structural/
Const. Admin



Electrical/Lighting



Airfield/Civil



Const. Safety
Phasing Plans



Architecture



PAST PERFORMANCE

HDR recognizes that MWBE firms play a critical role on our projects. As smaller, specialty firms, they bring a unique perspective and approach to each project and can often provide more value to clients than a team comprised solely of larger firms. For this contract, we have partnered with a number of MWBEs with which we have deep working relationships, as well as newer MWBE firms we believe will bring significant value to DEN.

HDR’s MWBE Past Performance Record

Contract and MWBE Goal Achievement	MWBE Support Provided
CCD, DOTI Engineering On-Call Goal: 15% Achieved: 23%	As our strategic teaming partner, MWBE firm Apex increased its staff from 26 to 50 employees during the contract. We also brought on new MWBE partners, including Y2K, which we are currently working with on multiple municipal projects.
Colorado Department of Transportation, Off-System Bridge Inspections Goal: 12% Achieved: 20%	HDR has provided CDOT with bridge inspection and load rating analyses for several years. We have committed to give our MWBE partner, San Engineering, a minimum of 12% of every task order. If scour analysis is needed, we give the majority of the task order to Hydrau-Tech, Inc., another MWBE partner. Overall, we have achieved 20% DBE utilization on this contract, far exceeding the 12% goal.
Broward County Aviation Department General Engineering Consultant Goal: 35% Achieved: 36%	Through the use of ProjectWise, provided to our MWBE partners free of charge, we brought them into the world of cloud collaboration. This allows the team to work in the same system and files simultaneously. It also helps with QC; the team can detect issues and clashes ahead of time.
Philadelphia International Airport, On-Call Civil Engineering Services Goal: 32% Achieved: 40%	HDR helped introduce MWBE firms RJ Arora and RDM to a new client. They also actively participated in client meetings as subject matter experts.

| PROPOSER'S CULTURE

We know a variety of perspectives makes our company stronger. Our employee makeup includes different generations, gender expressions, races, nationalities, sexual orientations, abilities, religions, and ethnicities who work together to deliver one-of-a kind services to our clients. **In 2020, we launched formal employee network groups (ENGs) to broaden awareness and promote inclusion. Our efforts include:**

- A training program to help heighten awareness of unconscious biases.
- A web-based tool to prepare our team members for working in other countries and with other cultures.
- Cultivating a more diverse workforce through key partnerships with universities and local schools that support students in math, engineering, and science.

We also have two key leadership positions focused on inclusion and diversity. HDR's Global Director of Inclusion & Diversity, Abraham Carrillo, leads our strategy and initiatives to empower employees. HDR's Transportation Equity Director, Cathy LaFata, is currently developing practices across HDR's transportation business to help clients integrate equity and environmental justice to their programs and projects.

We take pride in supporting efforts to better our communities. The HDR Foundation helps communities in need through donations, volunteering, and not-for-profit annual grants to qualified organizations that support education, healthy communities, and environmental stewardship. Additionally, HDR engages with Denver area students to build awareness around STEM careers through class visits, office mentoring sessions, and internships.

Future Initiatives

In the next five years, HDR will continue and build upon the activities described in this section to promote equity, diversity, and inclusion in the workplace, our community, and projects. Recently, HDR has focused on expanding supplier equity, diversity, and inclusion in Canada with Indigenous and Aboriginal business inclusion on Canadian projects. Additionally, we upgraded our Business Intelligence (BI) system supplier diversity reports to improve tracking and reporting capabilities linked with procurement. We continue to expand socioeconomic categories and ethnicity tracking to meet client reporting requirements. Another goal in the upcoming years is to develop a Supplier Diversity Inclusion Annual Report that will be included with our Employee Diversity & Inclusion Annual Report.

RECENTLY, THE HDR FOUNDATION GRANTED FUNDING TO LOCAL ORGANIZATIONS THAT SUPPORT UNDERSERVED



All Kids Bike is a national movement led by the Strider Education Foundation to place Kindergarten PE Learn-To-Ride Programs into targeted public schools for free. Each school receives the equipment and training needed to implement the program, including 24 Strider 14x balance bikes, 24 pedal conversion kits, 24 fully adjustable helmets, a 20-inch instructor bike and a five-year support plan. Three school districts in Colorado were selected.



Denver Urban Gardens received a community grant to support their mission of providing the access, skills, and resources for people to grow healthy food in their community. HDR's Denver office regularly engages in garden clean-ups throughout Denver and Aurora communities.

Understanding the Project



03 Understanding of the Project

DEN is undergoing an accelerated transformation guided by two strategic initiatives: **Vision 100** and **Operation 2045**. Vision 100 is DEN's near-term plan to prepare the airport to serve 100 million annual passengers by the early 2030s. Operation 2045 extends this vision to DEN's 50th anniversary, preparing the airport to accommodate over 120 million passengers annually. Together, these initiatives form a blueprint for growth, resilience, and innovation.

| UNDERSTANDING THE SCOPE OF WORK

HDR recognizes this on-call contract as a vital mechanism for advancing the infrastructure objectives outlined in Vision 100 and Operation 2045. We anticipate that the tasks that stem from this on-call will fall into two of the main pillars of Vision 100: Maintenance or Adaptation of Existing Infrastructure (***Maintaining What We Have***) and Enabling and Ancillary work for Major Projects (***Growing our Infrastructure***). In response to this, we have assembled a team who knows how to prioritize understanding the context of each task's role within DEN's overall program, rather than treating each task as a standalone, isolated project.

Maintenance and Adaptation of Existing Infrastructure (*Maintaining What We Have*)

At DEN, infrastructure maintenance is not just a necessity, it is a strategic opportunity to optimize long-term performance, safety, and value. As the largest economic generator in Colorado, DEN requires infrastructure that performs reliably under constant demand. Maintenance projects are vital actions that sustain this performance and offer a chance to make informed decisions that balance initial build costs (first costs) with long-term impacts. We approach these projects with a total cost of ownership mindset. We help DEN evaluate not just the immediate construction cost, but the full lifecycle implications of each design decision: including durability, resiliency, ease of maintenance, and even aesthetics and reputational impact.

Enabling and Ancillary Work for Major Projects (*Growing our Infrastructure*)

As partners in the community for over 65+ years, we benefit everyday from DEN's large scale capital programs and understand that our ability to support them through this on-call task order contract is vital. Large scale capital programs at DEN such as 7th Runway, ConRAC, North Terminal Expansion, Concourse C Expansion, and Peña Boulevard often rely on enabling or ancillary projects to prepare an existing site for the integration of these major programs. Oftentimes, these tasks are a part of current CIPs and pop up quickly in response to the evolving needs of the larger program, requiring rapid response and flexible delivery to keep these major projects on track. HDR understands that this on-call contract will be used to fast-track design and construction packages to clear the path for these major initiatives. This is why we have prepared a team to support DEN's mission through our experience, expertise, and flexibility.



Where we are doing it.

HDR is currently supporting the Shrewsberry led Landside Civil Design On-call team on the Picadilly Grading Beneath Peña Boulevard Project. A unique way that DEN is getting the design services needed was reaching out directly to HDR through our Architecture and Engineering On-call contract to support that project with design analysis of excavation around the RTD bridge columns. This contracting approach allows Shrewsberry to maintain capacity while deploying the expertise from HDR to meet the projects goals.

COMPLEXITY, CHALLENGES, AND PROBLEMS INVOLVED AND APPROACHES, PHILOSOPHY AND EXPERIENCE DEALING WITH CHALLENGES

The scope of this on-call program presents a wide range of technical and logistical challenges. Our team has a thorough understanding of what types of challenges can be anticipated and has proven experience mitigating these challenges on similar types of projects.

Scope	Complexity, Challenges, and Problems Anticipated with Scope of Work	Approaches, Philosophy, and Experience Dealing with Challenges
Airfield Pavement Design	Oftentimes, airfield closures have highly consequential impacts to stakeholders such as airlines, airport operations, security or air traffic control who may not be keen on reviewing plans or engineered drawings. In the past, DEN has had challenges effectively communicating pivotal closures or detours to their stakeholders.	We recognize the importance of clear and effective translation of engineered plans to layman entities who will be affected by construction. As an example, in our current eGSE EV Charging Stations installation project, we prepared 3D renderings of the proposed charging station layouts to visually portray the actual appearance of each charging station at the airline gates. With more significant needs, we can utilize our in-house strategic communications team to assist with messaging.
Roadway Design	Work under this on-call may have us consider roadway functionality differently to design and integrate future development DEN plans for the landside.	HDR's involvement in delivering the Peña Boulevard Design and Environmental Clearance gives us deep insight into the present and future of DEN's landside systems. This strategic planning role enables us to anticipate and align with evolving roadway needs, verifying a forward-thinking approach to each task within this program.
Bridge Design	DEN has numerous bridges that are over 25 years old and there may be a need to provide maintenance recommendations to repair, widen, and modify these structures while minimizing traffic impacts.	Our bridge design team brings decades of experience with bridge design and inspection. Most recently, our group assisted the Picadilly Grading Enabling project with structural analysis and aesthetic treatment for several RTD A-Line Piers that will experience soil grading cuts of up to 15 feet.
Parking Facilities	Parking is the largest non-aviation revenue generator for DEN, which helps offset costs to the airlines. It is critical to keep parking facilities maintained as this is the first experience many passengers at DEN encounter.	Our Landside Task Order Manager, Janelle Jahnke, served on the design of the original Pikes Peak Parking lot. As parking facilities are currently being repurposed to make way for your future ConRAC, we anticipate supporting enabling efforts to support DEN's Vision 100 and Operation 2045 plans.

Scope	Complexity, Challenges and Problems Anticipated with Scope of Work	Approaches, Philosophy and Experience Dealing with Challenges
Structural Engineering Design	DEN has numerous box culverts, retaining walls, and other miscellaneous structures that are over 25 years old and may develop a need for inspections and/or treatment.	Our structures inspection team located in our Denver office has quickly deployed on multiple occasions to perform emergency inspections for CDOT. Most recently, our team led the inspections of the Art Planes hanging in the B and C Concourses, using both lift and Rope-Access inspections to evaluate the structure stability of these 20+ year-old art pieces.
Geotechnical Investigations and Other Pre-design Services	DEN has long been plagued by the highly expansive soils (Bentonite Clay) that are native in the area. These soils shrink/swell to disrupt overlying infrastructure, which could cause costly deterioration and distresses.	Any project at DEN that is reliant on subsurface soils for stability should require a thorough investigation and mitigation strategy by a team with the familiarity with these local issues. Granite Engineering Group is our geotechnical partner who brings 20+ years of expertise with geotechnical engineering in the Front Range, including multiple projects conducted at DEN.
Survey and Mapping	Surveying on airports can be overcomplicated by entities who are unfamiliar with operating on an airport. FAA has strict guidelines for survey requirements to adhere to, and unfamiliarity operating in the AOA could cause unnecessary stress and operational challenges.	Any survey task at DEN should be entrusted to a partner who is well-versed on FAA survey requirements and fully self-supportive for operating as a badged individual on an active airfield. This is why we have partnered with Eugene Lynne for survey services at DEN. Eugene Lynne has years of experience conducting surveys as a trusted partner at DEN.
Miscellaneous Design Services Subsurface Utility Engineering (SUE)	As-built drawings often do not reflect accurate depictions of utilities. When not accounted early in design, unforeseen conditions can lead to rush-effort design changes during construction.	We are partnering with Tom Richardson, a known SUE provider at DEN, and adding value with our dedicated Denver-based SUE group to provide the expertise needed with local utility entities. Projects involving heavy utility coordination, tight budgets and schedules can benefit from Class A SUE to identify utilities and help deter surprises from unforeseen circumstances occurring on construction.

Proposed Work Plan and Approach



04

Proposed Work Plan and Approach

Project Management and Organizational Approach

HDR’s approach to this on-call contract is built on organized communication, and a deep understanding of DEN’s operational complexity. Each task order will begin with a focused kickoff led by Contract Manager Brian Lincoln, Principal-in-Charge Jason Longsdorf, and MWBE Liaison Mike Washington. This leadership team will coordinate with DEN to confirm scope, expectations, and priorities before assembling a tailored delivery team. Airside Task Orders will be managed by Tyler Horn, and Landside Task Orders will be managed by Janelle Jahnke. Our structure verifies that each task is staffed with the right-sized team of professionals who understand DEN’s standards, stakeholder needs, and operational context.



Contract Manager

As contract manager, Brian will be responsible for managing this contract, verifying that deliverables are completed within schedule, on budget, and in accordance with DEN standards, policies and procedures. Brian’s team has the advantage of having worked together out of the same office in the past on many DEN projects and will be efficient at executing the projects assigned.



Principal-in-Charge

A fundamental aspect of our approach is our commitment to provide the our strongest team for your project. This commitment starts at the top of our management team, with Jason Longsdorf, our project principal. Jason is committed to providing Brian with the resources needed to deliver a successful project and continue our successful partnership with DEN.



Airside Task Order Manager

Tyler Horn is an Aviation Project Manager who has spent his entire career involved in project management, design, and construction management of airport projects. Tyler’s dedicated approach involves combining local aviation-focused staff with national specialized aviation experts, local transportation group resources, and key MWBE partners to custom-fit and right-size any airfield task.



Landside Task Order Manager

Janelle Jahnke, our Landside Lead, has been the project manager for dozens of CDOT projects during the past 25 years. Janelle provides our team with strong technical foundations coupled with cost conscious project management. Janelle is committed to her projects, collaborating closely with her team to develop smart solutions to the challenges they face. Her success is a direct result of her attention to detail.



- HDR’s Approach Brings Together the Right Staff to:**
- Optimize efficiency through a lean team approach.
 - Innovate by capitalizing on our blend of experiences.
 - Mentor MWBEs through a collaborative workshare approach.

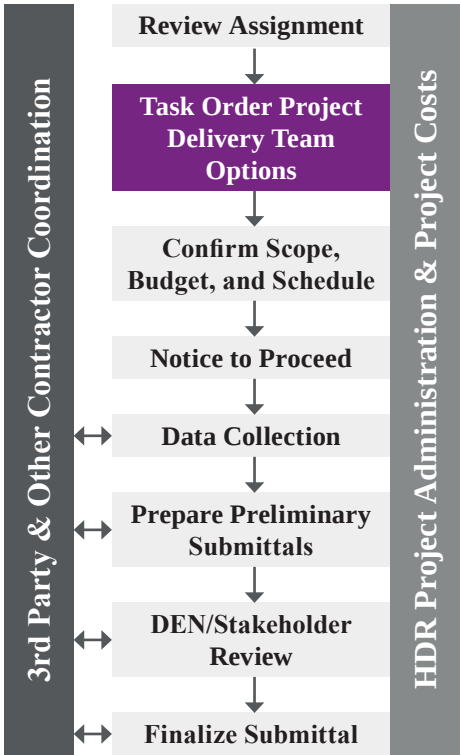


| PROPOSED EFFORT TO WORK ON SCHEDULE

Timely execution requires a thorough understanding of DEN’s needs and the ability to develop and maintain a responsive schedule. HDR is known for meeting aggressive timelines and adapting to fast-track work.

The HDR advantage to DEN is a hyper-local based staff, where Brian has been supported by more than 40 colleagues sitting right in the same office space for increased efficiency and meeting time. Our teams meet regularly to review priorities and track progress. We use integrated project management and scheduling tools to monitor work in progress, milestones, and future activities with budget details. This integrated system provides our project manager with a clear picture of accomplishments, work in progress, milestones, and future activities. It also allows for identification of variances and corrective actions to maintain schedule and budget targets.

Each task order includes a tailored Project Management Plan (PMP) that defines goals, scope, QA/QC processes, deliverables, and schedule expectations. It is shared with all team members to align with DEN’s standards and priorities.



| COORDINATION WITH OTHER ENTITIES

At the start of each task, HDR will assess the project’s specific context and recommend a tailored stakeholder engagement plan to DEN, verifying that relevant parties are identified and appropriately involved. Effective coordination at DEN requires engagement across four key general stakeholder groups, detailed below.



DEN Internal Departments *(Operations, Security, Maintenance, Communication)*

DEN has an organizational chart that can rival most cities. We are experienced in navigating internal dynamics, particularly where departments may have competing priorities (a common occurrence at any airport). Where a project may entail input across multiple departments, we facilitate focused meetings that encourage open dialogue, identify needs and concerns, encourage compromise, and guide stakeholders toward balanced, practical solutions that support airport-wide success.

Bringing stakeholders together is an HDR strength. We recently accomplished this through our Communication Center Renovation Design Charrette where stakeholders needed to have say in their own environments. We listened and fostered conversations to work toward valuable solutions. This mentality can be scaled to meet airside and landside projects.



Authorities Having Jurisdiction (AHJ) *(FAA, CCD, RTD, CDOT, Utilities)*

HDR has a deep familiarity with each local AHJ, along with the FAA branches, and local utilities. We understand permitting processes, design standards, and coordination protocols required by each AHJ. More importantly, we understand the lead-times required to coordinate with each AHJ. We balance project schedules using early and frequent communication with AHJs to reduce risk and keep projects on track.

HDR’s RTD A-Line Pier analysis task involves coordination and alignment with both DEN and RTD. We’ve held frequent coordination meetings to maintain alignment and keep parties informed of the progress of work.



Commercial Tenants (Airlines, Rental Car Companies, Concessionaires)

Many commercial tenants may not engage deeply with technical plans, yet their operations are often deeply impacted by construction. HDR bridges this gap by translating complex information into clear, accessible materials tailored for non-technical audiences — such as simplified exhibits or 3D renderings that highlight closures, alternate routes, and project visuals.

Our eGSE EV Charging Station project installs new chargers near many airline gates at DEN. This required the agreement of each airline (UAL, American and Southwest) on layouts of the stations. To streamline decisions, HDR provided a value-added service of preparing 3D renderings so that stakeholders could get a real-world sense of location of each applicable station, and ease decision making accordingly.



Other Capital Projects (Consultants and Contractors)

DEN is a hub of continuous construction activity, with numerous projects unfolding simultaneously across the airport. At the outset of each task, we work with the team to identify adjacent or overlapping projects and engage with those teams early. Our goal is to establish clear communication and synchronicity between efforts early, to minimize conflicts and maximize efficiency across the broader capital program.

Fortunately, with over 65 years of experience in the region, HDR is familiar with many of the consultants and contractors working at DEN. *Pairing that experience with Nick Domingue's Project Management Support roles on the Worldport Expansion Project and Runway 17R-35L Rehabilitation allows us to identify critical risks early in projects and mitigate them through DEN's Risk Register tools within Unifier.*

Where we are doing it: Building a program centered around your processes.

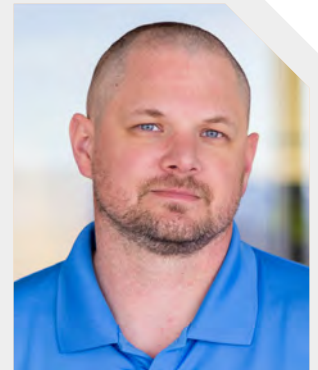
TAMARA BRADLEY

We have developed a unique PM Support system through our DEN-focused program by bringing Tamara Bradley's project coordination skill sets to the team. Her assistance in applying lessons learned to evolve our processes to meet DEN process, proves we listen, are nimble, and strive for consistency across platforms. Our investment in Tamara helps streamline HDR's internal process, with DEN being the beneficiary through invoicing, submittals, and risk management, through Unifier support.



NICK DOMINGUE

Nick's recent roles as Project Manager for the Worldport Parking Expansion and Runway 17R-35L Rehabilitation at DEN during the last 18 months has provided him with invaluable field experience supporting HDR's DEN-focused program. He has integrated into both Airside and Landside teams, seamlessly learning and thoroughly understanding DEN processes and managing stakeholders in an efficient way. Nick will support Brian and our task leads to effectively execute this contract while helping save DEN time and money by minimizing DEN's learning curve with your programs.





PROJECT MANAGEMENT CONTROL METHODS
AND PROGRESS REPORTING SYSTEMS

We will manage scope, schedule, budget, and quality using the tools that integrate seamlessly with Unifier and can be endlessly customized to suit your reporting needs via real-time dashboards, periodic reporting, and summary graphics.

Cost control begins at project initiation, with scope and budget developed in close coordination with DEN. Our contract leadership will monitor progress using HDR’s Project Management Information System (PMIS), which tracks time, expenses, budget-to-date, and cost-to-complete metrics—verifying transparency and fiscal discipline.

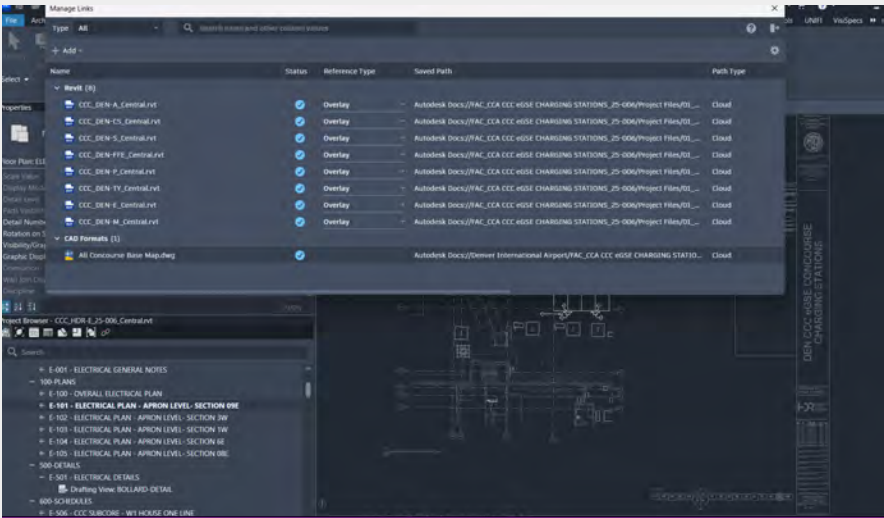
Using PMIS, Brian Lincoln will:

- Verify time and expense charges for cost validation.
- Compare cost-to-date versus total budget to verify alignment with work completed.
- Compare hours used versus total hours budgeted to verify scope compliance.
- Prepare cost-to-complete reports to assess remaining costs against scheduled tasks.

This system has proven effective in delivering projects on time and within budget. Additionally, we can integrate seamlessly with DEN’s systems like Unifier, which Brian has been trained on through HDR’s previous contracts with DEN.

Compatibility with DEN’s
Deliverable Systems

HDR is fully aligned with DEN’s digital deliverable requirements and systems. Our BIM managers work directly with DEN staff to verify that digital designs are developed in accordance with DEN’s standards, including compatibility with their digital twin initiatives. We understand the importance of structured data, model integrity, and system interoperability, and we tailor our deliverables to meet DEN’s expectations from the outset of each task order. We have successfully delivered multiple task orders using DEN’s preferred platforms, including Unifier and ACC. Our familiarity with these systems allows us to maintain synchronicity between HDR, DEN, and our subconsultants, verifying that every deliverable is accurate, accessible, and ready for integration into DEN’s broader digital infrastructure.



HDR has responded to DEN's needs by integrating our PMIS into DEN's ACC processes.

Where we have done it.

Nicole Lynch has become well-aligned with DEN as our Colorado Digital Delivery Coordinator through her relationship building with the DEN BIM team. Through the ongoing eGSE Concourse EV Charging Stations project, Nicole has worked hand-in-hand with DEN’s digital delivery team to establish base files, coordinate compatibility and manage standards as the design team progresses forward with design.



Key Personnel and Ability to Respond

05

Key Personnel and Ability to Respond

Ability to Perform SOW + Coordinate with Others

HDR has assembled a team of professionals whose experience match the anticipated needs of this contract. Our team and partners were selected for their relevant scope of work expertise coupled with national airport expertise, outstanding performance on DEN projects, DEN staff relationships, and the technical capabilities to make any task order a success. Our team is intentionally organized with redundant capacities and capabilities to provide DEN the resources to handle multiple tasks at once, and verify appropriate coordination with other ongoing projects at DEN.

OFFICE ADDRESS AND NUMBER OF EMPLOYEES FOR HDR AND OUR SUBCONSULTANTS

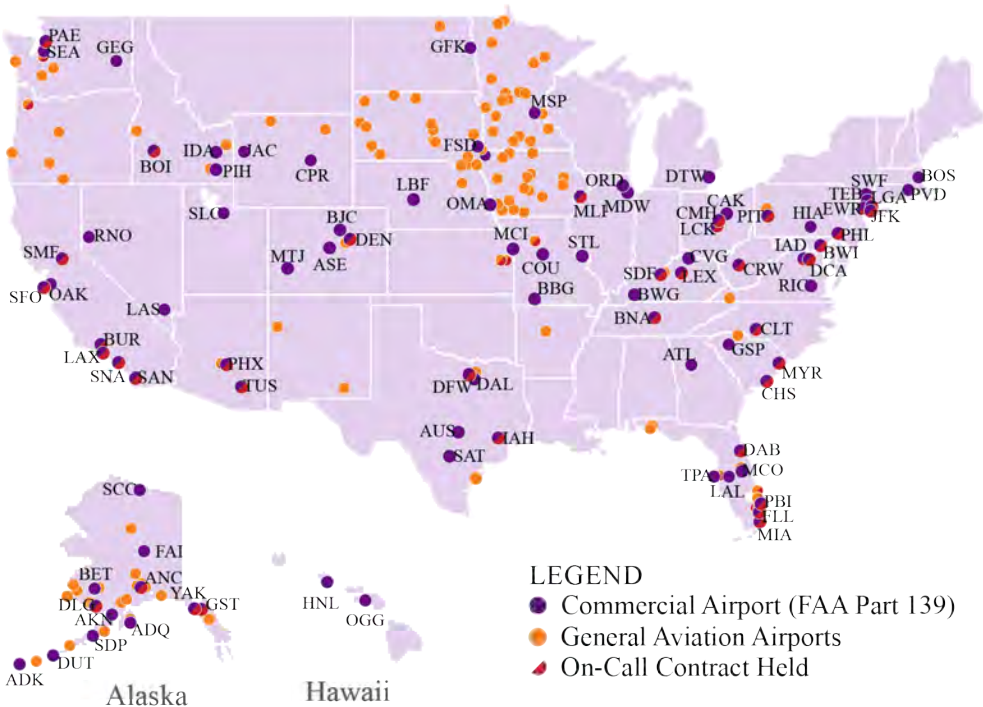
HDR's Denver office at 1670 Broadway, is home to more than 300 professional and 50 support staff, including seven dedicated aviation professionals, civil engineers, transportation planners, BIM specialists, and project managers who are deeply familiar with DEN's standards, systems, and stakeholder expectations. Our subconsultant team is made up of 100% DSBO certified MWBE firms, primarily locally based, who have extensive experience working with DEN. Office locations and for each subconsultant are included in the table that follows. The organization chart follows, with resumes included in the appendix per RFP instructions.

OFFICE LOCATION WHERE WORK WILL BE PERFORMED

HDR's Denver office is located at 1670 Broadway, Suite 3400.

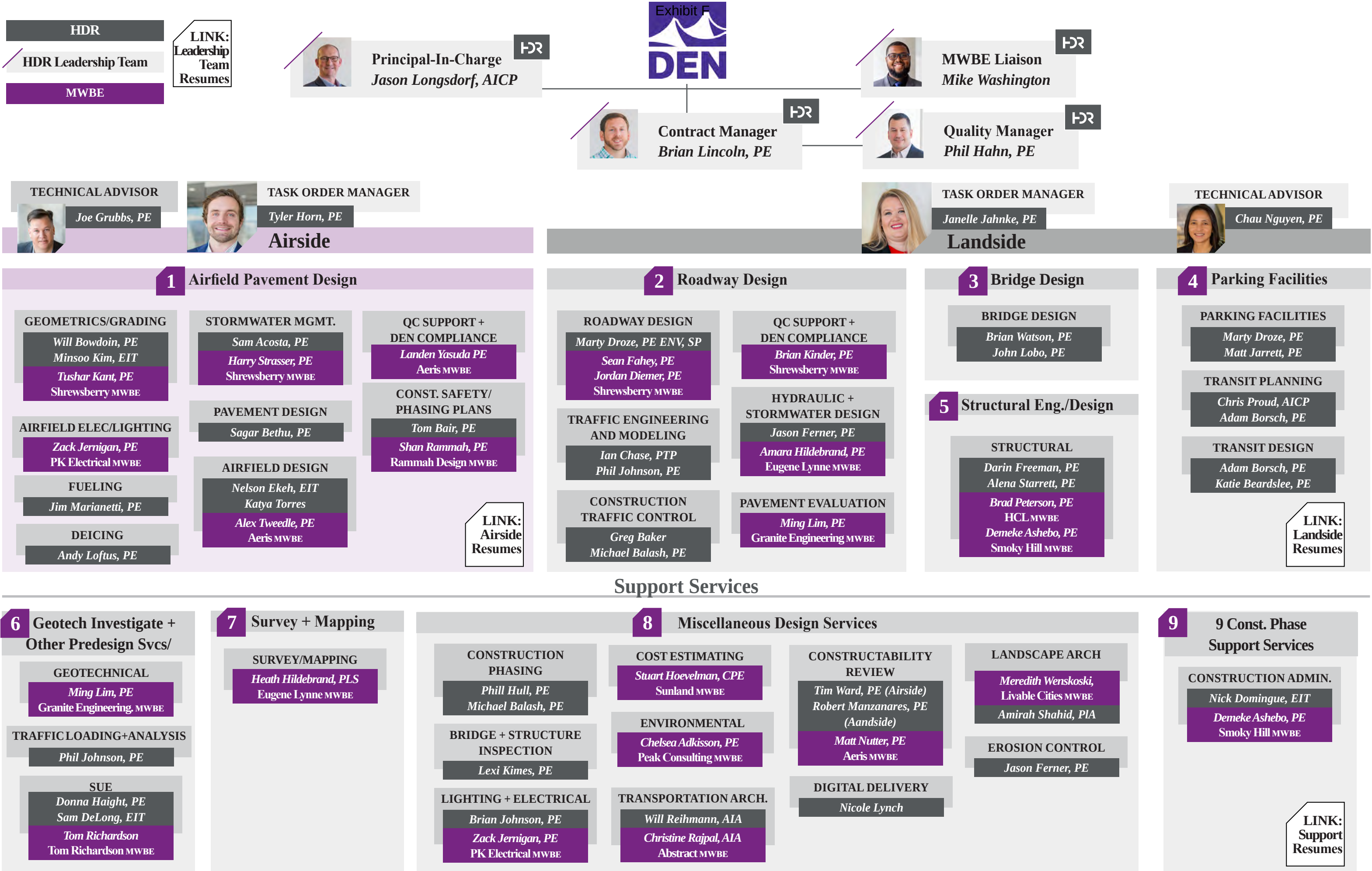


Our dedicated local and national aviation team has experience at airports nationwide.



A. Subconsultant Name/Address/#Staff	A. Qualifications	B. Role/Work Type
Abstract Group (MWBE) 89689 Gerwig Lane, Suite A, Columbia, MD, 21046; 24 Professional/2 Support	Abstract provides design and management services for the planning, architecture, and design facilitation of airports, including DEN.	Architectural Design and BIM support as needed.
Aeris (MWBE) 865 Albion Street, Suite 250-18, Denver, CO 80220; 3 Professional/0 Support	As a newly established firm, Aeris has yet to secure contracts with DEN, but its staff are highly experienced with DEN projects while at a previous employer.	Airfield Design
Eugene Lynne (MWBE) 7555 W Amherst Ave Ste 27691, Denver, CO 80227; 8 Professional/1 Support	EL has extensive survey and stormwater management experience at DEN, including both airside and landside work on the Concourse B/C Repaving Projects, the 17L/35R Runway Rehabilitation Project with HDR, and the DEN Deice Pad.	Hydraulic and Stormwater Design
Granite Engineering (MWBE) 3927 Van Teylingen Dr., Colorado Springs, CO 80917; 28 Professional/2 Support	GEG has provided geotechnical engineering, inspection, and material testing services for several projects at DEN, including several with HDR.	Geotechnical
HCL (MWBE) 5975 S Quebec St, Suite 200, Centennial, CO 80111; 47 Professional/7 Support	HCL has successfully worked on 150 airside and landside projects at DEN. HCL is committed to continuing to provide quality work for DEN to identify innovative, economically feasible, and environmentally responsible solutions.	Structural Design
Livable Cities Studio (MWBE) 3827 Lafayette St #135 Denver, CO 80205; 10 Professional/2 Support	LCS is a mission-driven urban design, planning, and landscape architecture studio that understands the responsibility required to address the complex needs of DEN.	Landscape Architecture
Peak Consulting (MWBE) 390 Union Blvd # 500, Lakewood, CO 80228; 33 Professional/2 Support	Peak is currently teamed with HDR to deliver the preliminary design and environmental studies for potential improvements along an 11-mile segment of Peña Boulevard.	Environmental Engineering
PK Electrical (MWBE) 4601 DTC Blvd #740 in Denver, CO 80237; 47 Professional/7 Support	PK's designers are experienced in DEN's Design Standards Manual for electrical, communications, and life safety systems design and has built trusted relationships with DEN's staff by providing the high-quality level of service and design.	Electrical Design

A. Subconsultant Name/Address/#Staff	A. Qualifications	B. Role/Work Type
Rammah Design (MWBE) 6230 SE Boise St, Portland, OR, 97206; 1 Professional/1 Support	An aviation consulting firm bridging the gap between airport planning and airfield civil engineering, Rammah provides long-range aviation planning strategies that are grounded in real-world implementation feasibility.	Construction Phasing and Safety Plans
Shrewsberry (MWBE) 2696 S Colorado Blvd. Ste 460 Denver, CO, 80222; 86 Professional/7 Support	Shrewsberry is a national DBE/ MBE engineering consulting firm with extensive experience at DEN, including a current SBE infrastructure on-call contract where HDR is a valued subconsultant on the team.	Airfield and Civil Design
Smoky Hill (MWBE) 6105 S Main St #200 in Aurora, CO 80016; 9 Professional/3 Support	Smoky Hill's extensive experience with DEN spans multiple years and numerous projects. This sustained partnership provides us with deep institutional knowledge of DEN's operational processes, contract documentation, including General Contract Conditions, contract documents, project specs, and governing procedures and systems. This enables us to execute projects with cost-effectiveness while maintaining the highest quality standards.	Construction Administration
Sunland Group, Inc. (MWBE) 18300 E 71st Ave, Suite 130, Denver, CO 80249; 90 professional/20 Support	Sunland delivers innovative solutions across a variety of markets, including airports. As a woman-owned firm, they are known for their straightforward and efficient approach, consistently delivering successful outcomes for cost estimating and value engineering across Colorado, Texas and beyond.	Cost Estimating
Tom Richardson (MWBE) 41255 Dublin Drive, Parker, CO 80138 ; 5 Professional/0 Support	Tom Richardson has worked at DEN as the main designator (locator) under other employers from 1999-2013 and has continued to work there since, now under his own firm, which is MWBE certified with DSBO.	Survey



Demonstrated Experience



06 Company Experience and Qualifications

HDR is no stranger to work at DEN, and we have been involved with various aspects of DEN since the airport's inception including:

- Layout of the original roadway system as it sits now allowing for more efficient flow from initial concepts.
- Original design of the Automated Guideway Transit System (AGTS).
- Engineer of Record for the Regional Transportation District (RTD) A-line on the Eagle P3 team.
 - Some of those same team members are currently supporting landside civil design task orders for the RTD bridges over Peña Boulevard.
- As a sub to Sasaki, DEN's previous Strategic Development Plan in 2018.

Our leadership team, including Brian Lincoln, Janelle Jahnke, and Chau Nguyen, bring prior firm experience of working on projects like Pikes Peak Parking Lot (Janelle), leading Landside On-call Contracts (Chau), and the Hotel Transit Center (Chau and Brian).

Since Brian started with HDR in 2020, we have refocused on serving DEN through Brian's leadership, and are currently serving DEN on the following:

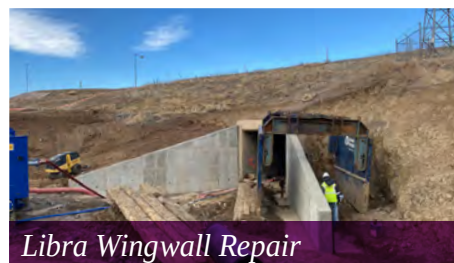
- Prime Architecture and Engineering On-Call.
- Subconsultants on two SBE led teams:
 - V-1 Consulting (Integrated Project Management Support Services On-Call).
 - Shrewsbury (Landside Civil Design On-Call).
- Sub to Kimley Horn (Airside Civil Design On-Call).

Through our recent experience at DEN, Brian has built out a team that is fully capable to support the requested services with local task leads: Janelle Jahnke brings 20+ years of experience with CDOT design, Tyler Horn, who supports HDR's current DEN work and who has been an airfield civil designer for more than 12 years.

A few examples of our experience with the methodology, challenges, lessons learned, and the expected level of assistance are summarized in the table on the next page. Requested details for each project experience related to the Infrastructure contract follow.



Proven Team Leadership. Our Contract Manager, Brian Lincoln, has led and supported over 10 tasks orders in various stages at DEN, ranging from complete and closed out to awaiting NTP. Some of these include airport critical projects, like the AOC Development and recently started Southwest Provisioning Building Remodel. Completed projects include DEN Libra Tributary and the Worldport Parking Expansion.



Experience With	Solutions	Benefits Applied (Where We've Done It)
METHODOLOGY	A successful project starts with scope development, where Brian focuses on building a realistic schedule that fits DEN's solicited deadlines, showing key decision points needed at each design milestone, and a clear list of assumptions and exclusions.	This allows our team to effectively manage the outcome of projects with the DEN PM, and a baseline for project execution. We foster collaboration during negotiations to allow for DEN leadership feedback to align our assumptions on the project with your budget and visions.
CHALLENGES	Stakeholder consensus in a timely manner can always be challenging to receive. Our thorough schedule development can help the DEN PM foster input from stakeholders in a timely manner.	Supporting DEN's Environmental and Sustainability team, our active eGSE EV Charging Station project is seeking stakeholder consensus from Airlines, after 60% design. We have respectfully requested to pause design to save DEN's budget, and fast track stakeholder consensus by developing renderings like that shown below for quick understanding. Ongoing collaboration with the DEN PM discussing schedule impacts is supporting overall project delivery.
LESSONS LEARNED	Our local team of 40+ professionals with DEN experience continues to grow and evolve to meet your needs as we experience different elements associated with working at DEN.	Two recent examples include evolving Design Charrettes based on real-time feedback we received from DEN's PMs. We are using process improvements our processes from the AOC Development in our efforts on the Southwest Provisioning Building. We are applying learned tips and tricks from providing staff within the PS-F that allow for flexibility after NTP if staff become unavailable, reducing approval time during the PS-B process.
LEVEL of ASSISTANCE	We understand that DEN is managing hundreds of active projects, and we value your time. Your ability to drive these initiatives forward (through DEN employees or supported Contingent Workers) is essential to achieving your goals.	Our evolving internal processes to minimize DEN staff assistance has helped us reduce PS-B submissions for additional staff, established invoicing templates that meet PS-A requirements, and Exhibit B input to build out teams are examples we have experienced through our Architecture and Engineering On-Call. We look to carry these forward into the Infrastructure On-Call to save you time and money to put toward project construction.

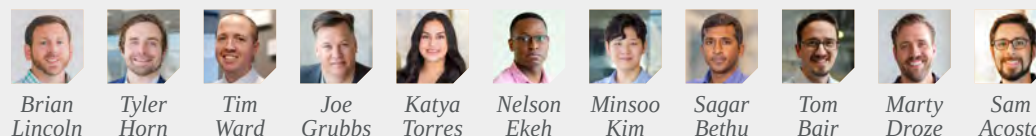
TASK-ORDER BASED CONTRACTS

Boise Airport Airside/Landside On-Call | *Boise, ID*



HDR is supporting Boise Airport through their similar airside and landside design on-call contract. Projects have included taxiway and taxilane design and construction administration, airside planning and concept layout, major landside drainage improvements, and design for the reconstruction of the airport's main roadway access to the terminal.

Outcome/Benefit to DEN: Brian's experience supporting the management of this task order-based contract and developing innovative solutions that meet the rapidly growing Boise Airport is similar to DEN. Cost effectiveness is at the top of the city of Boise's priority list as their program entails all new infrastructure implemented over a short period of time.



CONTRACT VALUE AND GROSS FEE

\$2,000,000 to date

SCOPE OF WORK

- Airfield Engineering
- Civil Engineering
- Drainage Design
- Airfield Electrical Design
- Cost Estimating

CONSULTANT PARTNERS

Woolpert/Civil: 10%
HMH Engineering/CM: 5%
Terracon/Geotech: 3%
NV5/Survey: 3%

REFERENCE

Alex Deduck
Boise Airport PM
P: 208-972-8641
E: adeduck@cityofboise.org

Kansas City International Landside On-Call | *Kansas City, MO*



Our DEN Airside Task Lead, Tyler Horn, while at a previous firm, served as the contract/project manager on a five-year contract where HDR was a vital subconsultant on the team. HDR provided structural design for bridge, wall and dam task orders. This program involved a wide array of project scopes, namely maintenance and rehabilitation of the airport's vast network of roadways, parking lot improvements, rehabilitation of the airport's Consolidated Rental Car Facility, campus-wide upgrade of wayfinding signs, installation of new monument signage and digital messaging boards, and rehabilitation of the airport's overpasses, walls and dam.

Outcome/Benefit to DEN: Tyler's leadership role in this program involved organizing and managing complex project teams covering the broad ranges of scope necessitated by each project. Additionally, he assisted the airport with developing year-by-year programming strategies to prioritize project needs by year and available funding.



Tyler
Horn

CONTRACT VALUE AND GROSS FEE

\$2,800,000

SCOPE OF WORK

- Structural Analysis
- Bridge Engineering
- Structural for Wall/Dams

CONSULTANT PARTNERS

HDR was a subconsultant to
Crawford, Murphy & Tilly:
35%

REFERENCE

Mallie Hare, Project Manager
Kansas City Aviation Dept.
P: 816-243-3037
E: Mallie.Hare@kcmo.org

AIRSIDE

Harry Reid International Airport Taxiway D Drainage Improvements | Las Vegas, NV



HDR led Taxiway D Drainage Improvements from an open ditch with an on-site detention facility to a highly-reinforced covered storm drain system to account for future apron and concourse development. Multiple stakeholders were involved as it crossed the AOA fenceline and connected to a proposed storm drain system led by Clark County Public Works at the Paradise Road/ Gus Giuffre Drive Intersection. A Technical Drainage Study for Clark County Development Services was delivered to support the removal of the existing on-site detention basin located within project limits.

Outcome/Benefit to DEN: A successful phasing plan developed by Brian Lincoln and his team spanned both airside and landside improvements. Brian supported the FAA's Safety Risk Management Panel. Our team is prepared and ready to support complex enabling work at DEN.



Brian Lincoln Tyler Horn Tim Ward Joe Grubbs Katya Torres Andy Loftus Minsoo Kim

CONTRACT VALUE AND GROSS FEE

\$1,042,407

SCOPE OF WORK

- Airfield Engineering
- Stormwater Design
- Utilities Engineering
- Construction Documents
- Cost Estimating

CONSULTANT PARTNERS

Geotech & Enviro Services 10%
KCI Technologies/Geotech: 10%
VTN Nevada/Survey: 10%

REFERENCE

Raul Valdez, Sr. Civil Engr
Clark County Aviation Dept.
P: 702-261-5277
E: raulva@LASairport.com

John Glenn Columbus International Airport | Columbus, OH



New Midfield Terminal + Apron Expansion

A major undertaking for the city of Columbus, HDR led the extensive reconfiguration of all airside and landside and airside improvements, with specific focus to minimize disruptions to ongoing airport operations through carefully sequenced phasing plans that integrate new facilities into the existing footprint. The new terminal is being constructed on former parking lots, similar to DEN's Vision 100 and Operations 2045 plans.

Outcome/Benefit to DEN: Delivered via CMAR, HDR worked closely with the contractor to optimize constructibility, reduce schedule impacts, and identify cost-saving opportunities. When Bipartisan Infrastructure Law funding became available at a 90% match rate, our team swiftly responded, successfully separating a large taxiway package into bid-ready documents to meet the funding window without impacting the overall CMAR schedule.



Brian Lincoln Tyler Horn Tim Ward Joe Grubbs Tom Bair Sam Acosta Katya Torres Andy Loftus Nelson Ekeh Will Bowdoin Sagar Bethu

CONTRACT VALUE AND GROSS FEE

\$20,480,340

SCOPE OF WORK

- Airfield Engineering
- Airfield Electrical Design
- Drainage Design
- Signage Design
- Cost Estimating

CONSULTANT PARTNERS

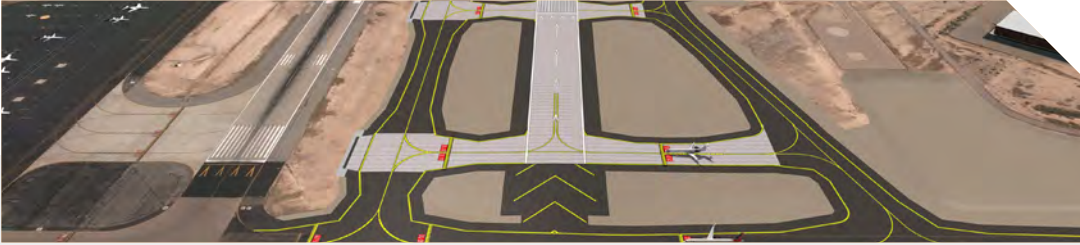
HDR was a subconsultant to Gensler.

REFERENCE

Brian Sarkis, CRAA,
Director, Planning and Engineering
P: 614-239-4042
E: bsarkis@ColumbusAirports.com

AIRSIDE

Tucson International Airport Runway 12R-30L Replacement | Tucson, AZ



HDR led concept programming, final design, and Construction Manager at Risk procurement for the replacement of the existing general aviation with a new 11,000-foot commercial service runway featuring a full-length inner parallel taxiway and a partial-length outer parallel taxiway. The project includes a new airfield electrical vault and drainage improvements with five detention basins.

Outcome/Benefit to DEN: To maximize FAA funding, HDR expedited the design of the new Airfield Lighting Vault as part of an early enabling package with bid documents for the first GMP package in six months, allowing construction to begin while preliminary airfield design progressed. Our team is continuing strategic packaging of GMPs to help TUS meet FAA funding availability while allowing construction to continue to commence toward the ultimate goal of the new runway.



Brian Lincoln Marty Droze Tim Ward Joe Grubbs Tom Bair Brian Lincoln Will Bowdoin Sagar Bethu

CONTRACT VALUE AND GROSS FEE

\$10,288,090

SCOPE OF WORK

- Airfield Engineering
- Airfield Electrical Design
- Drainage
- Construction Documents
- Cost Estimating

CONSULTANT PARTNERS

CR Engineers/Electrical: 10%
Faithful+Gould/SRM Panel: 1%
RDM Int'l/Pavement: 6%
Terracon/Geotech: 3%
Trace Consulting/Civil: 8%

REFERENCE

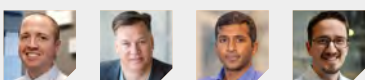
Victor Palma, Director, TUS
Civil Development
P: 520-307-9816
E: vpalma@flytuscon.com

Blue Grass Airport Runway 4-22 + Taxiway A Rehabilitation | Lexington, KY



This project required a strategic, multi-layer pavement rehabilitation approach, executed during nightly construction periods to minimize disruptions and combine critical grading and safety enhancements. Additionally, design modifications of standards were expiring, so close collaboration with airport staff to balance the new FAA requirements with LEX's specific operational needs helped protect FAA grant funding.

Outcome/Benefit to DEN: Our team took a unique approach using contractor outreach to inform the community of the project. This allowed for two competitors to form a JV with local trades to execute the runway rehabilitation successfully in a 72-hour shutdown window. We look to bring this type of unique thinking to DEN to support minimizing operational impacts to your airfield.



Tim Ward Joe Grubbs Sagar Bethu Tom Bair

CONTRACT VALUE AND GROSS FEE

\$1,010,026

SCOPE OF WORK

- Civil Engineering
- Airfield Engineering
- Construction Admin
- Construction Documents
- Cost Estimating
- Graphic Visualization

CONSULTANT PARTNERS

AVCON/CM: 5%
RDM Int'l/Pavement: 10%

REFERENCE

Brent Perry, CM, LEX,
Design & Const. Manager
P: 859-425-3100
E: bperry@bluegrassairport.com

Littleton Santa Fe and Mineral Improvements | *Littleton, CO*



HDR conducted a traffic study and developed concept design with innovative solutions for this intersection that experienced major congestion and traffic delays. From the selected alternative, a quadrant roadway was designed in the southwest parcel of the intersection in coordination with CDOT, Douglas County, RTD, and private developers. HDR developed construction documents that include roadway design, new traffic signals drainage design, environmental permitting, construction traffic control, signing and striping, and signal design with our local utility team providing the SUE investigation and utility coordination.

Outcome/Benefit to DEN: Our team conducted a series of workshops to advance decision-making with multiple stakeholders. We will bring this same consensus-building strategy to DEN.



Janelle JahnkeMarty DrozeGreg BakerSam AcostaNelson EkehSam DeLongDarin Freeman

CONTRACT VALUE
AND GROSS FEE
\$2,328,000

SCOPE OF WORK

- Civil Engineering
- Electrical Engineering
- Construction Admin
- Construction Documents
- Cost Estimating
- Graphic Visualization

CONSULTANT PARTNERS

105 West/Survey: 10%
Shannon & Wilson/Civil: 5%
Clanton/Lighting: 2%

REFERENCE

Aaron Heumann
LPW Transportation
Engineering Manager
P: 303-795-3867
E: aheumann@littletongov.org

Boise Airport Consolidated Rental Car Facility (ConRAC) | *Boise, ID*



Partnering with Demattei Wong Architects, HDR led the Program Management and supported with structural, fire/life safety, and site civil design services for a new, 1,100-stall ConRAC with a full customer service building and enclosed passenger walkway. As a key component of growth of the Boise Airport, the ConRAC was required to be constructed in a location that spanned airside and landside facilities.

Outcome/Benefit to DEN: Brian led the site civil design as Engineer of Record, and supported innovative and cost-effective ways to relocate primary sanitary and storm sewers serving the Terminal, while leading a large value engineering effort centered around utilities and site access. The ConRAC is on target to open early 2026.



Brian LincolnMarty DrozeJoe GrubbsTyler HornKatya TorresNelson Ekeh

CONTRACT VALUE
AND GROSS FEE
\$10,957,777

SCOPE OF WORK

- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Construction Admin
- Construction Documents
- Graphic Visualization

CONSULTANT PARTNERS

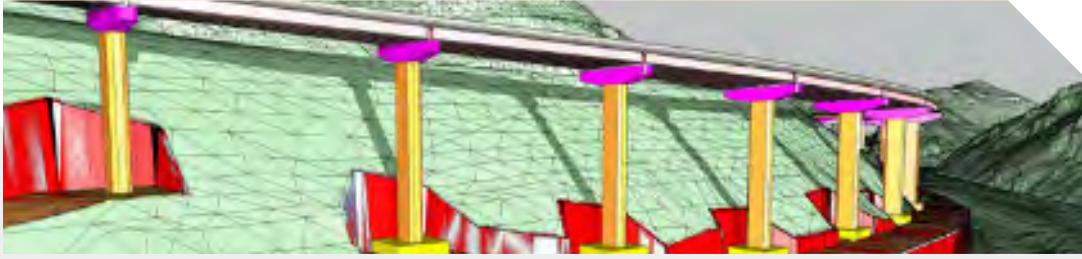
Demattei Wong/
Architecture:30%
Musgove Engineering/MEP: 15%
Terracon/Geotech: 3%
Erstad/Architecture: 2%

REFERENCE

Kelly Burrows
Boise Landside PM
P: 208-972-8422
E: kburrows@cityofboise.org

LANDSIDE

I-70 Floyd Hill Expansion: Bridges | Jefferson County, CO



To improve and widen eight miles of interstate through Colorado's mountains, CDOT implemented the CM/GC delivery method for this \$900M project. By partnering with the designer and the contractor, Kraemer NA, over 10,000 feet of bridges and 20,000 feet of retaining walls were designed to optimize cost and facilitate constructability. The result will be iconic structures that harmonize with the landscape as they traverse this sensitive environment. HDR served as the structural lead and designed the mile-long bridge carrying westbound I-70. The 34 spans are comprised of prestressed girders supported by columns up to 100 feet in height with one four-span segmental frame.

Outcome/Benefit to DEN: A highly-complicated design effort that involved maintaining traveler access to one of the state's most highly-traveled interstates, our team closely coordinated with CDOT and project partners.



Darin Freeman Chau Nguyen Katie Beardslee

CONTRACT VALUE AND GROSS FEE

\$8,500,000

SCOPE OF WORK

- Prestressed Girder Bridge Design
- Wind-load Design
- Cast-in-Place Balanced Cantilever Bridge Design
- Construction Documents
- Graphic Visualization

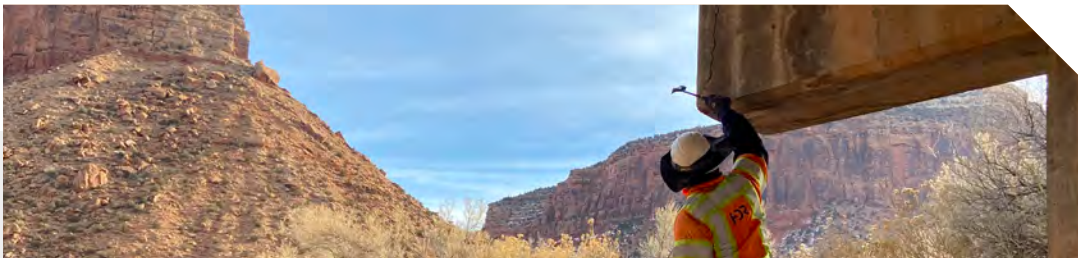
CONSULTANT PARTNERS

HDR was a subconsultant to Atkins Realis.

REFERENCE

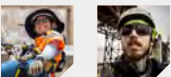
Kurt Kionka
CDOT Floyd Hill Project Director
P: 303-398-6738
E: Kurt.Kionka@state.co.us

CDOT On System Inspections | Colorado Statewide



Since 2017, HDR has been performing routine National Bridge Inspection Services, in-depth, specialty, damage, and fracture critical bridge inspections throughout Colorado. Over 4,000 Off and On system bridges and culverts have been inspected for this contract. Bridge inspections performed are of varying magnitudes and design types, including timber, steel, masonry, and concrete structures. This contract includes inspection, ratings, and scour analyses of thousands of bridges through 21 different task orders, many of which were assigned simultaneously.

Outcome/Benefit to DEN: Our local and deep bench of structural inspectors is ready to support you at a moment's notice. Our bridge inspection team recently inspected DEN's hanging aircraft artwork within Concourses B and C on an emergency request.



Lexi Kimes Matt Bruno

CONTRACT VALUE AND GROSS FEE

Indefinite Quantity Contract

SCOPE OF WORK

- Bridge Inspection
- Non-destructive Evaluations
- Scour Analysis

CONSULTANT PARTNERS

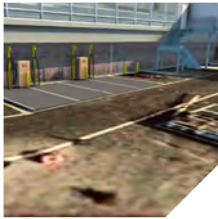
Not Applicable

REFERENCE

Andrew Brown, CDOT Project Manager
P: 303-512-4172
E: andrew.brown@state.co.us

Additional DEN Task Order Project Experience

Our local team brings more than 40 experts in their own trades who have recent DEN experience on task order-based projects listed below. Through this experience, we've gained an invaluable understanding of DEN processes specifically related to Unifier project management and delivery, invoicing, badging requirements, driver training, and permitting, among many other unique aspects of DEN. We've gone beyond the learning curve to anticipate how to adapt and respond to future needs. Brian, Tyler, and Janelle look forward to continuing that momentum with our MWBE partners over the life of this Infrastructure On-Call.



eGSE EV Charging Stations

DEN

As part of our A/E on-call, HDR is providing a design package to install 15 Posi Charge MVS 400 multi-port chargers along Concourses A+C, supporting the acquisition of 126 electric ground support equipment (eGSE) units. The team includes Brian Lincoln and Tyler Horn.

Outcome/Benefit to DEN: HDR has proven success delivering layman-friendly renderings to facilitate stakeholder engagement.



Libra Tributary Wingwall Repair

Shrewsbury Land-side SBE On-call

DEN

HDR provided structural design services to replace a failed wingwall as part of the Shrewsbury team serving as one of DEN's SBE on-call providers. The team includes Brian Lincoln and Katya Torres.

Outcome/Benefit to DEN: Our structural team understands how to work with your expansive soils, to effectively address original structure failure that has occurred at DEN since construction.

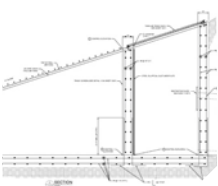


Worldport Parking Expansion PM Support

DEN

As the subconsultant to V-1, HDR provided project management support for Worldport Parking Lot for DEN's Integrated Project Management Support Services contract. The team included Nick Domingue and Brian Lincoln.

Outcome/Benefit to DEN: Through Nick and Brian's experience, we have an understanding of how DEN PM's have to advance projects through design using your own processes. This helps us support you to make your life easier.



Water Quality Improvements

DEN

This project includes improvements at Second Creek Regional and Worldport Ponds to meet DEN Design Standard Manuals and AASHTO LRFD Design Criteria. The project enhances the overall water quality management system at DEN to allow for expansion and new construction along the Pena Boulevard corridor. **Outcome/Benefit to DEN:** Design foresight to minimize impact of unforeseen conditions.



Airport Operations Center (AOC) Development

DEN

Our architecture team is leading the AOC project at the AOB and Concourse A. The project will improve efficiency for staff and result in greater collaboration.

Outcome/Benefit to DEN: As contract manager, Brian Lincoln continues to gain valuable insight to how DEN operates across many environments.

Appendix/ Forms



Exhibit F



Jason Longsdorf, AICP
Principal-in-Charge

Jason brings experience in both the public and private sectors where he has managed numerous transportation planning studies and environmental review processes. As the principal-in-charge for transportation projects, his experience at Denver International Airport (DEN) includes leading HDR’s A/E On-Call, Peña Boulevard expansion and AGTS Maintenance Facility teams. His skills with stakeholder engagement and implementation planning will be an invaluable asset to the team.

EDUCATION

Bachelors, Environmental Policy & Management, University of Denver

REGISTRATIONS

AICP - American Institute of Certified Planners, Colorado

PROFESSIONAL MEMBERSHIPS

American Planning Association, Member
Women's Transportation Seminar (WTS), Colorado, Member

INDUSTRY TENURE

28 years

HDR TENURE

10 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, Multiple HDR On-Call Contracts | Denver, CO

Principal-in-Charge for HDR’s role on multiple on-call contracts currently held at DEN, including more than 10 active task orders across four contracts: Architecture and Engineering (prime), Airside Civil Design (sub to Kimley Horn), Landside Civil Design (Sub to Shrewsberry), Integrated Project Management Support Services (sub to V-1 Consulting).

DEN, Peña Boulevard Start-up | Denver, CO

Principal-in-Charge for HDR’s preliminary design and environmental studies for improvements along an 11-mile stretch of Peña Blvd. as part of the Peak Engineering team.

DEN, Land Planning and Engineering On-call: Transportation Master Plan | Denver, CO

Principal-in-Charge for HDR’s team who, as a subconsultant to Matrix Design Group, provided transportation planning, multimodal, and connectivity expertise. Jason led the team providing key task order support, including planning, analyzing, and designing multimodal connectivity across multiple landside ‘development districts’ to enhance revenue for the airport.

DEN, On-Call Land Planning | Denver, CO

Principal-in-Charge for HDR’s role supporting Sasaki Associates to develop a sustainable land use plan regarding environmental, social, and financial sustainability initiatives for DEN. HDR provided conceptual layouts for traffic access and circulation to new and existing development nodes. HDR was also responsible for traffic engineering to assess operations of new accesses to/from Peña Blvd, new roads, and intersections.

Exhibit F



Brian Lincoln, PE

Contract Manager

Brian has dedicated his career to the aviation industry and airport development projects since 2010. He has served as a project/client manager, design engineer, and construction manager on over 50 projects throughout Colorado and western United States, gaining a solid understanding of FAA design criteria. Brian's diverse background, grounded by his aviation experience and understanding of airports, allows him to bring together multi-disciplined teams to successfully execute any task that an airport may require. Being local and committed to Denver International Airport (DEN), Brian looks to build on his experience and support building out DEN's future.

EDUCATION

Bachelors, Civil Engineering,
Colorado School of Mines

REGISTRATIONS

Professional Engineer,
Colorado, No. 49509, Oct 2025; Kansas, No. 24373, Apr 2026; Alaska, No. 163771, Dec 2025; Idaho, No. 21058, Sep 2026; Wyoming, No. 19626, Dec 2026; Nevada, No. 033277, Dec 2025

INDUSTRY TENURE

15 years

HDR TENURE

5 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, Various On-Calls | Denver, CO

Brian acts as HDR's Task and Contract Manager for our diverse portfolio of services we offer DEN. HDR currently has over 10 active task orders across four contract mechanisms: Architecture and Engineering (prime), Airside Civil Design (sub to Kimley Horn), Landside Civil Design (Sub to Shrewsberry), Integrated Project Management Support Services (sub to V-1 Consulting).

Boise Airport (BOI), On-Call Contract | Boise, ID

Brian leads Task Management for airside and landside task order-based contract supporting the rapid and extensive growth at Boise Airport. Work ranges from taxiway construction to Airport Way reconstruction.

Harry Reid International Airport (LAS), Taxiway D Drainage Improvements | Las Vegas, NV

Project Engineer support for the conversion of taxiway drainage from an open ditch with an on-site detention facility to a highly-reinforced covered storm drain system supporting future apron and concourse development. Coordinated with multiple stakeholder groups and represented as a Subject Matter Expert in the Safety Risk Management Panel with the FAA.

John Glenn Columbus International Airport (CMH), New Midfield Terminal +Apron Expansion | Columbus, OH

Project Engineer for the extensive reconfiguration of all airside and landside and airside improvements supporting this new terminal, with specific focus to minimize disruptions to ongoing airport operations.

Tucson International Airport (TUS), Runway 12R-30L Replacement | Tucson, AZ

Project Engineer for a new 11,000-foot commercial service runway featuring a full-length inner parallel taxiway and a partial-length outer parallel taxiway.

Exhibit F



Philip Hahn, PE
Quality Manager

Phil has managed and provided quality control management for many task orders contacts. He is a transportation champion for HDR and has been a driving force behind project delivery for many types of agencies. He brings experience in client and stakeholder management, design, and overall project coordination. With a pragmatic and creative approach to project delivery, Phil is skilled at building project teams and responding to technical and quality management needs to meet stakeholder schedules and budgets.

EDUCATION

Bachelors, Civil Engineering,
Missouri University of
Science and Technology
(Missouri S&T), United
States, 1995

REGISTRATIONS

Professional Engineer,
Colorado, US, #43675, Oct
2025

INDUSTRY TENURE

29 years

HDR TENURE

17 years

OFFICE LOCATION

Denver, CO, US

RELEVANT EXPERIENCE

Aspen Airport Terminal | Aspen, CO

Quality Manager for the Aspen-Pitkin County Airport, will be undergoing design for a new terminal, including reconfiguration of existing landside roadways and utilities and a new commercial apron.

RTD Eagle P3 Commuter Rail Project | Denver, CO

Phil was part of the team Project delivering the Eagle P3 Project, which extended commuter rail from the Denver Union Station on three new lines to multiple suburban locations and the Denver International Airport. HDR was the Engineer-of-Record responsible for all rail system planning and design.

I-70B South of Rood Improvements | Grand Junction, CO

The project provided transportation improvements as identified in the 2008 Environmental Assessment and 2018 Traffic Study. HDR provided engineering and professional services design support, including project management, survey and right-of-way, SUE investigation, access plan development, environmental reassessment, public involvement, geotechnical investigation and design, lighting design, landscaping and irrigation design, roadway design, drainage design, SWMP design, signing and striping, and utility coordination and design. Design services were required from scoping, Field Inspection Review (FIR) plans, standard special provisions and listed standard project specials, and estimate (PS&E).

Exhibit F



Chau Nguyen, PE
Technical Advisor

Chau has 28 years of experience in transportation and civil engineering. She has also managed and designed numerous multidisciplinary projects across Colorado and nationally, including roadways, interchanges, transit facilities, parking lots, and multimodal facilities for Denver International Airport (DEN), the Colorado Department of Transportation, City and County of Denver, Boulder, and Larimer County.

EDUCATION

Bachelors, Civil Engineering,
Colorado School of Mines

REGISTRATIONS

Professional Engineer,
Colorado, No. 36769, Oct
2025

INDUSTRY TENURE

28 years

HDR TENURE

11 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, South Terminal Redevelopment Program | Denver, CO

Engineering Design Lead. Chau was responsible for the overall drainage, stormwater management and erosion control, utility design, and coordination of the design of the AVI gates. She worked with DEN staff and vertical designers and architects to coordinate design elements with the roadway, grading, and other civil design with elements.

DEN, 2004, 2006, 2009 On-Call Civil Design | Denver, CO

Contract Manager and Task Order Manager. Chau managed contracts for over two dozen task orders for their landside improvements. She also managed multiple task orders concurrently with concurrent deadlines. Task orders included widening of Peña Boulevard, parking lot design, civil design, bus queuing improvements, and drainage and erosion control.

Sasaki Associates, DEN On-Call Land Planning | Denver, CO

Engineering. HDR supported Sasaki to develop a sustainable land use plan regarding environmental, social, and financial sustainability initiatives for DEN. The plan includes recommendations for commercial development nodes with future streets, blocks, building footprints and heights, and public and open space for land development. HDR provided conceptual layouts for traffic access and circulation to new and existing development nodes. HDR was responsible for traffic engineering to assess operations of new accesses to/from Peña Blvd, new roads, and intersections.

City and County of Denver, Engineering On-Call | Denver, CO

Contract Manager and Task Order Manager. Chau is managing the current and future engineering on-call for the city, managing multiple task orders ranging from planning to design. She has been involved and has directly provided her engineering expertise on over a third of the task orders.





Mike Washington

MWBE Liaison

As a seasoned equity practitioner, Mike is skilled in developing equitable public policy and implementing equitable practices. He is adept at coaching executive-level management seeking socially equitable outcomes, recognized as a civil rights expert, and experienced in engaging elected officials and CEOs. He is also regarded as an expert in developing and executing public engagement and communications strategies.

INDUSTRY TENURE

19 years

HDR TENURE

2 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

Denver International Airport (DEN), Communications Center Remodel | Denver, CO

Work includes the creation of an Airport Operations Center (AOC) by reprogramming the current communications center, emergency operations center, and maintenance control center spaces on the 10th floor of the Airport Office Building (AOB) as well as a remodel of the redundant airport operation center and maintenance control center area on Concourse A.

Peña Blvd Startup | Denver, CO

The goal is to engage a broad cross-section of Peña Boulevard users, community members, agencies, and interest groups to build relationships and ensure diverse perspectives and experiences inform the foundation of the project. Engagement and early technical studies during the nine-month period.

City of Aurora, City-wide Master Plan | Aurora, CO

Mike serves as an equity advisor on the project, with a focus on equitable engagement and transit planning. Applying co-creation principles, Mike engaged community organizations to collaboratively identify and validate inclusive engagement strategies, enhancing the project's community engagement plan.

RTD, Northwest Rail Peak Service Feasibility Study | Longmont, CO

Equity Consultant on the HDR team tasked with determining the potential for peak commuter rail service between Denver Union Station and Longmont, connecting the B Line that currently terminates in Westminster. The project requires extensive coordination and consensus building with multiple agencies and jurisdictions along the 41-mile corridor, as well as the Federal Transit Administration (FTA) Front Range Passenger Rail, and BNSF Railroad. Mike has assisted RTD in completing their equity analysis and public engagement with an emphasis on environmental justice.

Exhibit F



Tyler Horn, PE
Airside Task Order Manager

Tyler is a demonstrated leader in the aviation infrastructure market with a strong background in project management, design and construction management for airport projects, including at Denver International Airport (DEN). Tyler has a passion for employing leadership, collaboration and mentorship to deliver successful projects while fostering a culture of open communication and professional growth.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Missouri

REGISTRATIONS

Professional Engineer, Colorado, No. 0057981, Oct 2025

INDUSTRY TENURE

12 years

HDR TENURE

1 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, A/E On-Call Contract | Denver, CO

Project Manager supporting DEN’s airside and landside component of HDR’s On-Call Contract serving DEN’s ongoing architectural and engineering needs. Projects include Concourse Charging Stations and Concourse B/C Artwork Emergency Structural Evaluation.

DEN, On-Call Landside Contract (subconsultant) | Denver, CO

Project Manager supporting HDR’s role as a consultant on the Shrewsberry and V1 teams. Projects include Picadilly Under Pena Blvd Grading and Worldport Parking Lot project management support.

Kansas City International Airport (MCI), Five-Year Landside On-Call Contract | Kansas City, MO

While at a previous firm, Tyler served as the contract and project manager for a wide array of project scopes, including rehabilitation of roadways, parking lots, and various structural elements.

Kansas City Downtown Airport (MKC), Five-Year Airside On-Call Contract | Kansas City, MO

Tyler oversaw the planning, design and construction phases of more than a dozen individual projects in several back-to-back, multi-year on-call airside programs.

Pompano Beach Airpark (PMP), Runway 10-28 Rehabilitation | Pompano Beach, FL

Project Engineer for the Runway 10-28 Rehabilitation project, delivering comprehensive airfield design services that align with FAA standards and FAA and FDOT funding requirements.

Kodiak Airport (ADQ), Runway 11-29, Terminal Apron, ARFF Access Point, and Taxiway C Rehabilitation and Reconstruction | Kodiak, AK

Quality Control review for the reconstruction of the terminal apron and Taxiway F, rehabilitation of Runway 11-29 and Taxiways C, D, and E.



Janelle Jahnke, PE
Landside Task Order Manager

EDUCATION
Master of Public
Administration, Public
Administration,
University of Colorado,
Denver

Bachelors, Civil
Engineering, University
of Colorado, Boulder

REGISTRATIONS
Professional Engineer,
Colorado, No. 38096, Oct
2025

**PROFESSIONAL
MEMBERSHIPS**
Women's Transportation
Seminar (WTS),
Colorado

INDUSTRY TENURE
26 years

HDR TENURE
18 years

OFFICE LOCATION
Denver, CO

Janelle has unique expertise in transportation engineering spanning a breadth of project types and sizes, delivery methods, and contracting mechanisms. Her experience includes state, municipal, and local agency projects from conceptual-level planning and design to project delivery and construction design services, including at Denver International Airport (DEN). Janelle has experience as a project manager as well as a lead engineer overseeing project delivery on a variety of transportation projects.

RELEVANT EXPERIENCE

DEN Airport Parking Planning | Denver, CO

Roadway Lead as part of HDR’s team providing planning and design services to develop and evaluate alternatives for the future public parking facilities at the airport. Tasks include developing parking and access alternatives analyzing evaluating and developing a preferred expansion plan and generating alternative construction cost estimates.

City of Littleton, Santa Fe and Mineral Ave Operational Improvements | Littleton, CO

Project Manager for HDR’s team which is designing a quadrant roadway in the southwest parcel of the intersection. The quadrant road shifts left turns away from the main intersection to a new connector road. This solution reduces congestion and improves safety. The project provides new traffic signals, new lane configurations, and mobility improvements. As part of this project, the HDR team is providing Subsurface Utility Engineering investigations and utility coordination, providing environmental clearances through a CatEx, and obtaining right-of-way clearances for this local agency project partnering with CDOT.

City of Aurora, I-70 Picadilly Design Build Phase 2 | Aurora, CO

Roadway Lead for the design for a greenfield diverging diamond interchange at I-70 and Picadilly Road for the City of Aurora. HDR developed the procurement package for a design-build. HDR currently serves in an owners-representative capacity during the design-build process. This project is currently under construction and HDR reviews design packages submitted by the contractor for conformance to the contract documentation.



Exhibit F



Samuel Acosta, PE

Stormwater Management

Sam has experience in hydrologic and hydraulic analysis and design. Experience includes urban and rural stormwater analysis, basin hydrologic modeling, inlet and conveyance system design, water quality treatment and detention design, and 1D/2D hydraulic modeling. Sam provides construction plans, SWMP preparation, specifications, quantities, cost estimating, and design services during construction.

EDUCATION

Bachelors, Civil Engineering,
Gonzaga University

REGISTRATIONS

Professional Engineer,
Colorado, No. 0052470, Oct
2025

PROFESSIONAL
MEMBERSHIPS

American Society of Civil
Engineers, Southern
Colorado, Board of Directors -
President

Colorado Association of
Stormwater and Floodplain
Managers, Member

Association of State
Floodplain Managers

INDUSTRY TENURE

16 years

HDR TENURE

12 years

OFFICE LOCATION

Colorado Springs, CO

RELEVANT EXPERIENCE

**City of Tucson Airport Authority, Runway 11R-29L CMAR
Design Services | Tucson, AZ**

Drainage Engineer. This project is the largest component of the Airfield Safety Enhancement Program (ASE Program). Currently valued at \$320M, this consists of four concurrent projects and is the largest capital improvement project in the airport’s history. The CMAR project includes demolishing existing Runway 11R/29R and associated taxiways; constructing full length parallel Runway 12R/30L; constructing new full-length centerline parallel taxiway; construct new outboard parallel taxiway; construct supporting connector taxiways between Runway 11R/29L and both outboard and centerline parallel taxiway; associated drainage improvements; and install three new Arizona Air National Guard Arresting Systems.

**John Glenn Columbus International Airport (CMH), Midfield
Terminal and Airport Expansion | Columbus, OH**

This project required extensive reconfiguration of both landside and airside infrastructure. HDR provided comprehensive civil design services, including grading, drainage, airfield geometry, and signage, while minimizing disruptions to ongoing airport operations through carefully sequenced phasing plans that integrate new into the existing. The new terminal construction allows for the current terminal to remain operational until the new facility is complete. Delivered via CMAR, HDR worked closely with the contractor to optimize constructibility, reduce schedule impacts, and identify cost-saving opportunities.

**CDOT Region 3, I-70B 1st and Grand Intersection | Grand
Junction CO**

HDR provided roadway QA/QC support, hydrology and hydraulics design, stormwater management, traffic engineering and access control, lighting and electrical design, utility coordination and design, and public and stakeholder outreach. The roadway design, structural design, ROW, and signing and striping were completed by CDOT as a blended team.



Tom Bair, PE
Construction Safety/Phasing Plans

Tom brings detailed attention and organization to every project he manages, an absolute requirement for the many airport projects he’s involved with. He brings specialized design experience on complex airfield programs including grading and drainage design, geometric analysis, and construction phasing. Tom has delivered projects for small, medium, and large hub airports, both domestic and international. His extensive construction management background in overseeing large airfield rehabilitations enhances the design process.

EDUCATION

Bachelors, Civil Engineering,
Youngstown State University

REGISTRATIONS

Professional Engineer - Civil,
West Virginia, No. 020225,
Dec 2026; Ohio, No. 85552,
Dec 2025; North Carolina, No.
045908, Dec 2025

INDUSTRY TENURE

18 years

HDR TENURE

7 years

OFFICE LOCATION

Pittsburgh, PA

RELEVANT EXPERIENCE

**John Glenn Columbus International Airport (CMH), New
Midfield Terminal | Columbus, OH**

Project Manager for a new one-million-square-foot Midfield Terminal replacing the existing terminal for all passenger and aircraft operations. Tom was part of the HDR subconsultant team designing the airside and landside site civil improvements. He’s responsible for the management of the site civil design and developed the overall construction safety and phasing plan for the overall project. He assisted the CRAA and their independent facilitator to execute a safety risk management plan for the terminal and several enabling projects.

**John Glenn Columbus International Airport (CMH), Taxiway C
Relocation Phases 1 & 2 | Columbus, OH**

Project Manager for this project that relocated the primary parallel taxiway 190 feet south to accommodate future terminal development, including stormwater modifications, new airfield lighting and signage, and infield grading. Tom is responsible for the management and oversight of the entire design of the project

**Blue Grass Airport (LEX), Runway 4-22 Rehab Final Design |
Lexington, KY**

Tom provided project management for the rehab of this runway that required working with the FAA to overcome significant challenges with the runway safety area, pavement slopes, in-pavement lighting and the addition of two EMAS beds. Advanced planning with four airlines, community stakeholders and a limited asphalt market resulted in a successful 72-hour “paving weekend,” which minimized traffic disruption, saved significant administrative costs, and provided the safest construction environment.



Exhibit F



Sagar Bethu, PE, PMP
Pavement Design

Sagar has decades of experience in airfield and roadway evaluation, design, and project management. Areas of expertise include project management, client relationships, forensic investigations, specification writing, pavement evaluation, pavement management, pavement design, and construction management. He is a strong advocate and practitioner of Practical Design and Pavement Sustainability, and has hands on experience designing/managing 100+ projects with a focus on sustainability, cost-effective designs, and budgeting.

REGISTRATIONS

Professional Engineer, New Jersey, US, #24GE05132300, Apr 2026

Professional Engineer, Maryland, US, #47018, Jul 2027

Professional Engineer, Virginia, US, #0402050610, Jan 2027

Project Management Professional, US, #1802109, Apr 2027

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE), Airfield Pavement Committee, Vice Chair

INDUSTRY TENURE

22 years

HDR TENURE

5 years

OFFICE LOCATION

Fulton, MD, US

RELEVANT EXPERIENCE

Blue Grass Airport, Runway 4/22 Rehab Constr Services | Lexington, KY: Providing guidance and oversight on pavement design and rehabilitation alternatives, runway EMAS pavement design and QC of design deliverables for this runway rehabilitation. The project also includes new LED lighting and new signage systems, replacement of FAA MALSR copper cable with a new fiber-optic cable system, new stormwater piping and structures, pavement markings, security fencing, and construction phase services.

Columbus International Airport Terminal Exp. | Columbus OH Engineering design for associated landside and airside additions and modifications associated with the new midfield terminal project study.

Boise Airport Apron Joint Replacement + Spall Repair | Boise, ID Prepared plans and specifications for the pavement repairs as part of an on-call contract with City of Boise. Work included joint and spall repair, and exceptionally complex phasing to accommodate operational needs of the airport.

PHL DOA On-Call | Philadelphia, PA On-call civil engineering services for PHL. To date, tasks under this contract have included Airfield Pavement Planning, Pavement Management Program, Roadway Signage Upgrades, and Preliminary Engineering for the West Cargo Development Program development of Modifications to Standards for Runway 9L, 27R, and 27L Special Authorization CAT II approach procedures, completing independent design reviews, and independent fee estimates.

Exhibit F



Will Bowdoin, PE
Geometrics/Grading

Will is a highly experienced civil engineer specializing in airfield design, including aprons, taxiways, and runways, as well as stormwater and utility permitting. He serves as a project manager, overseeing planning, design, and the production of engineering drawings. Will also prepares technical specifications, performs engineering calculations, conducts construction field observations, and supports data analysis for reports and permit applications.

EDUCATION

Bachelors, Civil Engineering,
Auburn University

REGISTRATIONS

Professional Engineer - Civil,
Florida, No. 77574, Feb 2027

INDUSTRY TENURE

19 years

HDR TENURE

5 years

OFFICE LOCATION

Tampa, FL

RELEVANT EXPERIENCE

Blue Grass Airport (LEX), Runway 4-22 Rehab Final Design | Lexington, KY

Deputy Project Manager. Will was responsible for providing technical reviews on an expedited schedule, along with quality assurance reviews.

City of Fort Lauderdale, AES Apron and Parking Lot Rehabilitation | Fort Lauderdale, FL

Prepared design documents for maintenance pavement rehabilitation of the apron and the parking lot at the AES Building at FXE.

City of Tucson Airport Authority, New Runway 11R-29L CMAR Design Services | Tucson, AZ

This project includes demolishing existing Runway 11R/29R and associated taxiways; constructing full length parallel Runway 12R/30L; constructing new full-length centerline parallel taxiway; construct new outboard parallel taxiway; construct supporting connector taxiways between Runway 11R/29L and both outboard and centerline parallel taxiway; associated drainage improvements; and install three new Arizona Air National Guard Arresting Systems on the new parallel runway.

John Glenn Columbus International Airport Terminal Expansion | Columbus, OH

HDR is providing engineering services to Gensler Architects for all the associated landside and airside additions and modifications associated with the new midfield terminal project study.

DCA-AFTO Geometric Improvements | Washington DC

Design to improve the airfield taxiway network to mitigate potential runway incursions, enhance safety, improve airfield operations and capacity, and address pavements that are noncompliant with the current design standards.

Exhibit F



Nelson Ekeh, EIT

Transportation Civil EIT

Nelson is experienced in aviation design, including for projects at Denver International Airport (DEN) He is well-versed on FAA Advisory Circulars, and has provided construction management and oversight services for a diverse range of projects, including runway rehabilitation, apron reconstruction, drainage improvements, and utilities. His holistic understanding of design transitioning to construction allows him to effectively serve on a variety of aviation and transportation projects.

EDUCATION

Bachelors, Civil Engineering (Transportation),
Metropolitan State University, United States, 2015

Associates, Liberal Arts, American River College (ARC), United States, 2008

REGISTRATIONS

Engineer in Training, CO

INDUSTRY TENURE

10 years

HDR TENURE

5 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN A/E On-Call Concourse Charging Stations | Denver, CO

Design to install fifteen Posi Charge MVS 400 multi-port chargers along Concourses A and C, which supports and facilitates the acquisition of 126 electric ground support equipment (eGSE) units. The design can utilize any combination of the possible locations to total the fifteen chargers.

Boise City, Boise Airport CONRAC Ph1 | Boise, ID

Nelson designed the site civil for a new, 1,100-stall ConRAC with a full customer service building and enclosed passenger walkway. As a key component of growth of the Boise Airport, the ConRAC was required to be constructed in a location that spanned airside and landside facilities.

Palm Beach County, Palm Beach International Airport Airfield Design Improvements and Rehabilitation Program | Palm Beach County, Palm Beach County, FL

Nelson provided pavement condition evaluation and rehabilitation, pavement design, airfield geometry, stormwater modifications, modification to existing airfield lighting and signage systems, development of a construction safety and phasing plans, maintenance of traffic and safety plans, scheduling, FAA coordination, airfield marking, specifications, opinion of probable cost, regulatory permitting.

City of Littleton, Santa Fe and Mineral Intersection | Littleton, CO

Nelson designed the new roundabout and performed roadway design for these intersection improvements.



Joe Grubbs, PE
Technical Advisor

Joe, Senior Professional Associate, gained expertise and first-hand experience on a broad range of aviation design projects, including pavement evaluation; concrete and bituminous pavement design; rehabilitation and de-icing collection system design. His experience includes construction management and program management or airfield runway, taxiway and apron pavements, roadway pavements, drainage systems and airfield lighting systems.

EDUCATION

Bachelors, Civil Engineering,
Youngstown State University

REGISTRATIONS

Professional Engineer - Civil,
Pennsylvania, No, 049231E,
Sep 2027; New York, No.
074524-1, Apr 2027;
Virginia, No. 0402042166,
Apr 2026; Ohio, No. 63641,
Dec 2025; Arizona, No.
37623, Jun 2026

PROFESSIONAL
MEMBERSHIPS

Airport Consultants Council
ACC, Engineering

American Association of
Airport Executives

American Society of Civil
Engineers (ASCE), Fellow

INDUSTRY TENURE

37 years

HDR TENURE

7 years

OFFICE LOCATION

Pittsburgh, PA

RELEVANT EXPERIENCE

**Metropolitan Washington Airports Authority (MWAA),
Reconstruct Runway 1R-19L + Associated Taxiways | Dulles, VA**
Senior Project Manager. The objectives of the design are to provide a long-term durable pavement and strength to support future aircraft traffic; reconstruct runway 1R-19L (full depth) including associated aging and deteriorating pavements within the runway complex; update taxiway geometry, shoulders and blast pads; evaluate and implement High-Speed Exit Taxiways locations for improved efficiency; replace lighting and signage within the runway complex and upgrade runway lighting to provide RWY 19L CATII/III approach capability.

MWAA, North Airfield Development and Airfield Geometric Improvements, Ronald Reagan Washington National Airport (DCA) | Dulles, VA
Senior Project Manager. The project consisted of designing and developing multiple construction procurement packages to completely reconfigure the northern third of the DCA airfield to resolve problematic geometry and physical limitations that contribute to congestion at the airport, including holding bay and queuing capacity at the thresholds of two primary air carrier runways. In addition, Taxiway N is a critical component of the north airfield, with this single taxiway serving Runway 15 and the new concourse D.

City of Philadelphia Division of Aviation, On-Call Engineering | Philadelphia, PA
Senior Technical Advisor. HDR has supported PHL on discussions relating to FAA Safety Risk Management (SRM), by providing guidance for the SRM related to the Wrong Surface Landings occurring on the Runway 35 approach. Airfield expert and consultant for the airport during the FAA SRM Panel. The discussions resulted in the preparation and submission of a modification to obstacle clearance surface / glide path angle when vessels occupied the shipping channel along the Delaware River.



TUSHAR KANT, P.E. *Project Engineer*



Tushar’s experience has been focused in Aviation Engineering, providing airfield design, quantity calculations, drainage design, and pavement marking design. Tushar’s experience comes from projects from around the country of varying size and complexity. His software and technical skills includes proficiency with AutoCAD Civil 3D 2018/2017, MicroStation, MicroStation GEOPACK, Autodesk Hydra flow, and AutoTURN 10.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 7 WITH SHREWSBERRY: 7
B.S., Civil Engineering, Purdue University	PROJECT EXPERIENCE
REGISTRATIONS	
Professional Engineer CO	Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A Denver International Airport – Denver, CO This project involved developing and updating final surface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project. Tushar was involved with all aspects of design mentioned and assisted with plan production. Taxiway EE Grading, Drainage, Paving, and Lighting Denver International Airport – Denver, CO This project involved grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Tushar performed drainage analysis and prepared the Final Drainage Report for the project. Wildlife Mitigation Runway 17L-35R Phase 2 Denver International Airport – Denver, CO Phase 2 of this project includes development of drainage and grading plans, drainage design, erosion control plans, permitting, and technical specifications. The project included developing design for additional trickle channels to mitigate standing water along the complex and mitigate wildlife attractants identified in Phase 1 of the project. Tushar was involved with grading design and production of plans. Taxiway DS East Denver International Airport – Denver, CO The project included updating project construction phasing, construction plan development, technical specifications, and quality control of all design and contract documents for the Taxiway DS East project. The project includes a new concrete taxiway DS, snow removal equipment parking, and remain overnight (RON) parking with associated grading and drainage, pavement design, utilities, and airfield electrical items. Tushar assisted with plan production and quality control of design documents. Runway 17R-35L Rehabilitation Dallas Fort Worth International Airport – DFW Airport, TX This project included pavement demolition, proposed underdrain design, proposed pavement markings, and erosion control designs, plans preparation and estimated quantity calculations. Work included the rehabilitation of Runway 17R-35L, reconstruction of the taxiway connectors to the hold bars, the demolition of Taxiway EK and K8, and panel replacements on the southeast and northeast hold pads. Tushar was involved with designing the proposed underdrain system, quantity calculations, BIM Submittal and assisted with plan production.



Exhibit F



James Marianetti, PE

Fueling Design

Jim is a senior-level mechanical engineer with focused experience in fuel facilities assessments, master planning, detailed systems design/specifications development, bidding, construction management, and facility commissioning on design-bid-build and design-build projects. With a focus on aviation, municipal, industrial, and military clients, his responsibilities range from initial facilities assessments, systems development planning and design, administering contract bids, design team management, contract development, quality control/assurance, construction administration, and facility commissioning/start-up.

EDUCATION

Bachelors, Mechanical Engineering, Georgia Institute of Technology

INDUSTRY TENURE

Professional Engineer, Civil, Georgia, No. 017346, Dec 2025

INDUSTRY TENURE

52 years

HDR TENURE

1 year

OFFICE LOCATION

Atlanta, GA

RELEVANT EXPERIENCE

Air Force Civil Engineering Center, Kadena Tank 150 Clean and Inspect, AK-JP-OKI-Guam | Kadena Air Base, Japan

HDR's Fuels Team conducted confined space entry for tank inspection, tested for lead-based paint and hexavalent chromium, and provided comprehensive API 653 inspection reports with Suitability for Service determinations. Deliverables included detailed repair recommendations, cost estimates, updated strapping charts, and photo documentation.

Chicago-O'Hare International Airport (ORD), Fuel System Master Plan / Incremental Development | Chicago, IL*

Project Manager / Principal Mechanical Engineer. Services included system development planning and engineering for an airport-wide fuel system development. The analysis provided existing system capacity/condition evaluations; a projected fuel demand analysis based on current and future airline schedules / aircraft mix / individual fuel loads; and presented optional fuel system expansion plans. Accommodated near-term/short term requirements and long-term build-out configuration.

Phase I Engineering Field Assessments for Various Repairs to 8 DLA-E Fuels Facilities | Multiple Locations*

QA/QC Program Manager/Lead Mechanical Engineer. Field investigation and assessment of fuels facilities, evaluation and identification of deficiencies, pipeline safety studies, optimization of fuel systems and pollution prevention requirements for the defined POL facilities. included program management, environmental compliance, scoping studies, investigations, evaluations, value engineering services and inspections. Recommendations were provided for repairs, upgrades, demolition or replacement requirements needed to support current operations and comply with Federal standards.

* Work performed prior to HDR employment





Shan Rammah, PE
Rammah Design



Shan Rammah, PE, is an experienced airfield engineer whose dual expertise in airport planning has played a pivotal role in successfully delivering over \$1 billion in airport improvements. Shan has served in a lead role for 30+ FAA AIP-funded projects at airports of all sizes, ranging from general aviation to large commercial service facilities — including three Large Hub airports (SEA, CLT, and PDX). Shan has shepherded projects from the planning stage through environmental review, design, construction, and grant closeout, and thoroughly understands each step of the process.

EDUCATION

MBA, Executive, University of Oregon, 2023

BS, Civil Engineering, Virginia Tech, 2013

REGISTRATIONS

CO (#PE.0063287)

INDUSTRY TENURE

12 years

COMPANY TENURE

2 years

OFFICE LOCATION

Portland, OR

RELEVANT EXPERIENCE

Seattle–Tacoma International Airport (SEA), 2027-2030 Airfield Program Design Services | Seattle, Washington | 2025-Present

Phasing Lead for the Port of Seattle’s \$300 million capital development program to enhance airfield infrastructure. As Airfield Phasing Lead, Shan will develop and oversee sequencing strategies that will enable construction to occur safely while maintaining continuous airfield operations

Eugene Airport (EUG), Runway 34R RPZ Drainage Improvements | Eugene, Oregon | 2024-2025

Phasing Lead for the development of the Construction Safety Phasing Plan to improve the drainage within the Runway Protection Zone (RPZ) for Runway 34R at the Eugene Airport. The Airport has identified multiple areas to the south of the Runway 34R that experience slow drainage leading to standing water during heavy rain events that can serve as a wildlife attractant to Runway approach areas.

Bend Municipal Airport (BDN), New Airport Traffic Control Tower | Bend, Oregon | 2023-2025

Phasing Lead for a new Air Traffic Control Tower (ATCT) began in 2008. As part of the design and construction of the new ATCT at BDN, Shan served as the Phasing Lead for the project and provided civil engineering support to the project team.



HARRY STRASSER II, P.E., CFM *Director of Drainage Engineering*



Harry is the Director of Drainage Engineering for Shrewsberry with 30 years of civil engineering experience focusing on hydrologic and hydraulic design. He has managed and designed numerous projects across Colorado and the West. His experience includes working on smaller water resources projects, working with local, state and federal agencies, or being part of a team for large roadway projects. Harry was the project manager responsible for flood repair work on the Cache La Poudre River and the South Platte River for CDOT. He was the drainage manager for the I-70 Frontage Road Bridge replacement over the Colorado River and the 8th Avenue Bridge over the South Platte River, and he has worked on numerous other bridge projects during his career.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 30 WITH SHREWSBERRY: 1
B.S., Civil Engineering, Environmental Minor, Colorado School of Mines M.S., Water Resources Engineering, University of Colorado, Boulder	PROFESSIONAL EXPERIENCE Second Creek and WorldPort Water Quality Ponds City and County of Denver/Denver International Airport – Denver, CO Harry was the Project Manager for the annual Water Quality Infrastructure Improvements at Denver International Airport (DEN), where Shrewsberry served as the prime consultant. The focus of the project was the design of Second Creek Regional Pond and WorldPort Pond, two new extended detention basins at the Denver International Airport. Shrewsberry performed the water quality analysis, grading, drainage design, and erosion control design for both ponds. West Economy Parking Lot City and County of Denver/Denver International Airport – Denver, CO Harry was the Task Lead on this project in which Shrewsberry provided the drainage design for 26 acres of repaving at DEN’s West Economy Parking Lot. Primary drainage design tasks were underdrain design and storm sewer design for a new snow storage area. Shrewsberry’s contributions to this project also included erosion control design and preparation of the CASDP. Pena Boulevard Outbound Low Point Design City County of Denver/Denver International Airport – Denver, CO Outbound Pena Boulevard is experiencing deterioration along the stretch of roadway within the project limits. The reasons for this appear to be sub-surface and possibly surface runoff. This project implemented solutions to create better sub-surface and surface drainage. The stormwater design included providing ditches and stormsewer that have adequate capacity for the runoff as well as outfalls and erosion protection. Harry was the task lead for the drainage improvements on this project. Taxiway CN and Taxilane West Extension City and County of Denver/Denver International Airport – Denver, CO This project at the Denver International Airport involved the infill and extension of existing Taxiway CN and realignment of Oak Hill Street to reduce delays associated with the single taxiway connection to Taxiway G. Shrewsberry was responsible for the stormwater design on this project, and Harry served as the project Task Lead. 8th Over S. Platte River Bridge Replacement City and County of Denver – Denver, CO Harry led the hydraulic design to replace the West 8th Avenue Bridge over the South Platte River. Our team implemented sustainable site improvements such as adding freeboard, avoiding impacts to adjacent properties, better multimodal connectivity, water quality, recreational opportunities, channel hydraulics, and riparian habitat.
REGISTRATIONS	
Professional Engineer CO, GA, ID, IN, MT, WA	
CERTIFICATIONS	
Certified Floodplain Manager (CFM) INDOT Storm Sewer and Detention Design Hydraulics	
AFFILIATIONS	
Association of State Floodplain Managers (ASFPM) Colorado Association of State Floodplain Managers (CASFM)	
PUBLICATION	
Cotton, G., Strasser, H., “High Resolution Urban Hydrologic Modeling”	



Exhibit F

**Alexandra Tweedle, P.E.***Vice President/Principal*

Alexandra has over 12 years of civil engineering design and field experience specializing in aviation-related projects. She has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Alexandra has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, design analysis reports, pavement designs, and grading/drainage designs using a variety of computer-aided design packages. She also has experience with construction inspections and submittal reviews. She is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. She also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

PROJECT EXPERIENCE*Aviation (*Projects completed under previous company)****Runway 16L-34R Rehabilitation****Denver International Airport – Denver, CO**

Design Engineer who was responsible for haul road grading and storm drain design, geometric layout alternatives, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

Taxiway DS East*Denver International Airport – Denver, CO**

Design Engineer who was responsible for taxiway and apron grading design, storm drainage design, geometric layout, erosion control plans, plans preparation, quantity calculations, and design analysis report. Work included the design of a new Airplane Design Group 5 taxiway connection, snow removal equipment (SRE) parking pad, and a new remain overnight (RON) aircraft parking apron.

***Gate Apron Rehabilitation and Drainage Improvement Program – Package 1; Denver International Airport – Denver, CO**

Design Engineer who was responsible for developing construction phasing plans, apron drainage design, plans preparation, quantity calculations, design analysis report, and preparation of the FAA 7460 permit. Conducted preliminary and final drainage design improvements for the proposed industrial waste system, including inlet design, trench drain design, pipe network and sizing design, and utility conflict resolution. Work included apron pavement rehabilitation for Gates B38–B50 from the inner vehicle service roads, with associated grading and drainage, pavement design, utility conflict.



Exhibit F

**Landen Yasuda, P.E***President/Principal*

Landen has over 16 years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, pavement designs, drainage designs, as well as reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. He also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

PROJECT EXPERIENCE*Aviation (*Projects completed under previous company)****Runway 17L-35R Drainage Improvements (Wildlife Mitigation) Phase 1 and 2; Denver International Airport – Denver, CO**

Project Manager who was responsible for the development of drainage and grading plans, drainage design, erosion control plans, permitting, and technical specifications. The project included identifying the hazard areas adjacent to the Runway Complex, analyzing the drainage system, and developing a design to construct additional trickle channels to mitigate standing water along the complex and mitigate wildlife attractants.

***Runway 17L-35R Rehabilitation; Denver International Airport – Denver, CO**

Design Manager who is responsible for overseeing airfield pavement markings, joint seal plans, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 17L-35R complex.

***Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A; Denver International Airport – Denver, CO**

Project Manager who was responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project. The project included pavement rehabilitation at Concourse A from the building to the outer VSR with associated grading and drainage, pavement design, utility conflict resolution, and jet fuel distribution adjustments.

***Taxiway EE Grading, Drainage, Paving, and Lighting; Denver International Airport – Denver, CO**

Design Manager who was responsible for overseeing Allium St. grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Work includes the construction of new Taxiway EE between Taxiway M and Taxiway ED.

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to
Org
Chart



Demeke B. Ashebo, Ph.D., P.E.

Founder and Principal

EDUCATION

PhD, Civil Engineering, the
Hong Kong Polytechnic
University

MSc. Structural Engineering,
Hohai University

BSc, Civil Engineering, Addis
Ababa University

REGISTRATIONS

PE: Colorado -50544
Expiration Date: 10/31/2025

INDUSTRY TENURE

23 years

FIRM TENURE

7 years

Demeke has been the principal at Smoky Hill Engineering beginning December 2017. Demeke has a wealth of experience spanning over 24 years in diverse industries, including aviation, transportation, and industrial projects. With his dexterity in civil and structural engineering, Demeke exhibits responsiveness and a strong desire to meet clients' expectations right from the pre-design site selection process to the completion stages of their projects. Demeke has worked with leading global companies such as Boeing, Gannett Fleming Inc, Kiewit Infrastructure Engineers, Abengoa, and Quanta Services, held senior engineering and managerial positions, and contributed immensely to the growth of these organizations. Currently, Demeke serves on the board of the Denver Economic Development & Opportunity Work Force with the City and County of Denver, further illustrating his dedication to both his profession and community.

Demeke's impressive academic background includes a Ph.D. in Civil Engineering, an M.Sc. in Structural Engineering, and a B.Sc. in Civil Engineering. As a licensed professional engineer, Demeke holds certifications in multiple states, showcasing his adaptability and expertise in the field.

RELEVANT PROJECT EXPERIENCE

- Civil works QC Consultant, DEN B-East and C-East Concourse Expansion Program, Denver International Airport, Denver, CO
- Structural Engineer and PM, DEN Great Hall Completion PH3A, Center of Equity and Excellence, Denver International Airport, Denver, CO.
- Structural Engineer and PM, 3D Baggage Claim Refresh Project, Denver International Airport, Denver, CO
- Bridge Engineer, Mountain View Corridor (MVC) Utah Department of Transportation, West Valley City, UT
- Structural Engineer, PHX Sky Train, City of Phoenix Aviation Department, Phoenix, AZ

Exhibit F



Michael Balash, PE

Construction Phasing/Construction Traffic Control

Mike is a transportation engineer with experience in rural and urban roadway design as well as interstate concept development. He has experience in Geopak automated design and CADD applications in roadway engineering, as well as preliminary and final design plan preparation. Mike has extensive knowledge in the design of urban storm sewer and rural drainage design.

EDUCATION

Bachelors, Civil Engineering,
University of Nebraska,
Lincoln, United States, 2001

REGISTRATIONS

Professional Engineer - Civil,
Colorado, US, #PE-42258,
Oct 2025

INDUSTRY TENURE

26 years

HDR TENURE

21 years

OFFICE LOCATION

Denver, CO, US

RELEVANT EXPERIENCE

City of Aurora, I-70 Picadilly Interchange | Aurora, CO

The City of Aurora retained HDR as program manager to prepare 30% design and design-build procurement documents. HDR prepared a System Level Feasibility Study for a diverging diamond interchange with improvements to Picadilly Road, I-70 ramps, and adjacent intersections. The design included a full drainage analysis and design.

Eagle Airport Interchange | Eagle CO

Preliminary and final design services for a new interchange and connector road that provides a direct connection from I-70 to the Eagle County Airport.

RTD Eagle P3 Commuter Rail Project | Denver, CO

Project included elements of Design Build Finance Operate and Maintain for the East Corridor Gold Line Northwest Electrified Segment and Commuter Rail Maintenance Facility. The Eagle P3 Project extended commuter rail from the Denver Union Station on three new lines to multiple suburban locations and the Denver International Airport.

CDOT South I-25 | Castle Rock, CO

Design for interchange at Douglas Lane. The overall project is approximately 17 miles in length and includes mainline widening relocation of the UPRR track and bridge bridge replacements interchange modifications and a new frontage road from Ridgeway to Castle Pines.

Exhibit F



Katie Beardslee, PE

Transit Design

Katie is a transportation engineer with an emphasis in pedestrian, bicycle, and multimodal improvements for CDOT and local agencies. Katie has been involved with a wide range of projects in the Denver area and has contributed to roadway, drainage, and traffic designs throughout her career. She has extensive experience with engineering design software such as OpenRoads Designer and AutoCAD Civil 3D.

EDUCATION

Bachelors, Civil Engineering,
Colorado State University,
United States, 2020

REGISTRATIONS

Professional Engineer - Civil,
Colorado, US, #PE.0064939,
Oct 2025

PROFESSIONAL
MEMBERSHIPS

American Society of Civil
Engineers (ASCE)

INDUSTRY TENURE

5 years

HDR TENURE

5 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

Floyd Hill I-70 Expansion | Jefferson County, CO

The I-70 Floyd Hill project improves the functionality and safety for eight miles of winding interstate along I-70’s scenic mountain corridor, which serves as a critical highway for Colorado, connecting the state’s Front Range with the mountain communities, recreational areas, and resorts.

CDOT Region 1, South Platte Pedestrian Bridge | Denver, CO

Katie was responsible for designing a trail and its connection to the proposed pedestrian bridge across the South Platte River. ADA criteria and floodplain requirements were achieved despite the constrained conditions.

City of Denver, 38th and Blake Mobility Hub | Denver, CO

Katie was responsible for designing locations for bike and scooter parking, an informational kiosk, transit stop amenities, and future electric vehicle charging stations.

City of Denver, FPS Phase 2 | Denver, CO

Katie was responsible the roadway design to remove a lane and replace it with an updated curbline and amenity zone to prevent vehicles from breaching the security of the Webb Building. Coordination with several disciplines was essential to optimize the building’s security while maintaining traffic operations.

Exhibit F



Adam Borsch, PE
Transit Planning

As a transit professional, Adam has spent nearly a decade creating vibrant, multimodal communities. His fascination with cities and deep technical knowledge help him solve his clients most complex mobility challenges. Adam's expertise extends to both local and national levels, where he has successfully led design, planning, and development efforts—specializing in transit planning and design, mobility plans, transit-oriented development, and bicycle and pedestrian planning and design for public and private clients. Adam has been an integral part of the planning and design of six BRT projects across the country.

EDUCATION

BSCE, Georgia Institute of Technology
MSCE, Georgia Institute of Technology
MCRP, Georgia Institute of Technology

REGISTRATIONS

Professional Engineer - Civil,
Georgia, No. 044914, Dec 2024

INDUSTRY TENURE

9 years

HDR TENURE

1 year

OFFICE LOCATION

Denver, CO

PUBLICATIONS

Adam Borsch, "Analyzing the Difference Between Bike Share Trips made on Regular and Electric Bicycles," TRB 2020, Thesis. Atlanta, 2020
Adam Borsch, "Flex your BRT Muscle to Boost Your Corridor," MPACT 2023, Presentation., 2023

RELEVANT EXPERIENCE

CDOT Region 4, CO 7 Corridor SIU A | Boulder, CO

Project Manager. HDR is leading the final design of the BRT corridor along CO7/Arapahoe Ave between 28th St and Foothills Pkwy. The work includes confirmation of the CO 7 design concept, final design, and environmental and floodplain permitting for the near level boarding BRT stations, protected intersections, BAT lanes, raised cycle tracks, and pedestrian facilities. This included engineering project management, confirmation of the design concept for CO 7, public engagement, environmental, and engineering works to deliver the 15% level design.

CDOT Region 3, Grand Junction Mobility Hub Final Design | Grand Junction, CO

Project Manager. HDR is providing engineering and architecture support for the final design of a Mobility Hub focused on redeveloping multiple parcels into a mobility hub with transit access points for Bustang, Grand Valley Transit, and Amtrak. HDR's role includes project management, site and utility design, public engagement, permitting, and architectural services for the Grand Valley Transit Administrative building. The design process spans from kickoff through final plans and bidding.

Salt Lake City Corporation, 200 South Transit Corridor, Complete Street, and Transit Hub | Salt Lake City, UT

The project evaluated transit and mobility improvements to be implemented during planned reconstruction. The project includes dedicated bus lanes, buffered bike lanes, and new floating platforms. Adam was responsible for providing engineering and planning support from planning phase to final design, soliciting input on existing corridor conditions and public input for future corridor use via public survey. Adam provided engineering support for transit signal design, roadway design, grading, signing and striping, and right-of-way impact coordination.



JORDAN DIEMER, P.E. *Transportation Team Leader*



Jordan is a licensed Professional Engineer with over 12 years of experience in transportation engineering, with a strong focus on project management and delivery for complex infrastructure projects. He has successfully led and supported multidisciplinary teams on projects for state DOTs, local agencies, private clients, and aviation stakeholders. Jordan brings deep expertise in roadway and interstate design, stormwater systems, site and trail design, BRT corridor planning, noise analysis, pavement design, and utility coordination. His proven ability to manage scope, schedule, and budget—while fostering effective collaboration across stakeholders and disciplines—positions him as a key leader in delivering innovative, high-quality transportation solutions.

EDUCATION

B.S., Civil Engineering,
Trine University

REGISTRATIONS

Professional Engineer
IN, CO, WA

CERTIFICATIONS

- OSHA 10-Hour Outreach Training Program, General Industry
- INDOT Utility Coordination
- INDOT Bridge Hydraulic Design
- INDOT Small Structures & Pipe Hydraulic Design
- INDOT Storm Sewer & Detention Design
- INDOT Drainage for Driveway Permits
- FHWA TNM 2.5 Noise Analysis

YEARS OF EXPERIENCE TOTAL: 12 WITH SHREWSBERRY: 12

PROJECT EXPERIENCE

S.R. 509/24th Ave South to 188th Street New Expressway
WSDOT – King County, WA

The S.R. 509/24th Ave South to 188th Street New Expressway project is part of the Puget Sound Gateway Program. The scope includes the design and construction of a four-lane expressway between the 24th Avenue South interchange and South 188th Street/Des Moines Memorial Drive (DMMD), a new South 188th Street/DMMD interchange, and noise walls for the South 160th Street Interchange. A new southbound auxiliary lane between the South 272nd Street and S.R. 516 interchange will be designed and constructed on I-5 with an associated noise wall extension. Jordan served as the Design Manager for Shrewsberry on this project and is the Engineer of Record for the roadway design. Jordan’s tasks included project management, team management, coordination, design, and design review.

56th Avenue Widening Design Build
Department of Transportation and Infrastructure – Denver, CO

The 56th Avenue Widening Design Build Project for the City and County of Denver expands the current roadway section from two lanes to a median separated five lane section, between Peoria Boulevard and Pena Boulevard to improve capacity and operation of the corridor. The major goals of the project include improved safety on along the corridor, improved pedestrian connectivity from the neighborhoods to the RMANWR, and aesthetic improvements within the right of way to provide a transition from the developed areas to the south to the natural areas on the north. Jordan served as the Roadway Design Manager and Engineer of Record for this project with Ames Construction. His responsibilities included all aspects of roadway design development, team management, coordination, and technical review. Jordan’s team also designed a 10-foot multi-use path to the north of 56th, which provided enhanced pedestrian connectivity for nonvehicle-based recreation and transportation.

Southwest Airlines General Use Building
Denver International Airport – Denver, CO

The General Use Building project for Southwest Airlines is a unique project that is partially on the airfield and partially on the landside at Denver International Airport. The project includes a new building for various Southwest Airlines services and a full site design. Jordan was the Drainage Design Lead who also assisted with various civil elements and task management. Some of the civil elements Jordan helped to design are the drives, parking areas, loading docks, sidewalks, and utilities. The drainage design that he was responsible for included a new detention basin with full spectrum water quality treatment, storm sewer system, water quality swales, and a full drainage report. This project is located within the City and County of Denver and meets all associated requirements.

East Economy Lot Rehabilitation
Denver International Airport – Denver, CO

This project rehabilitated the south half of the East Economy parking lot and added new pavement areas for snow storage. In addition, an analysis of the downstream detention basin and its detention/ water quality capacities before and after the project were included in the scope. This project was located within the City and County of Denver and met all associated requirements. Jordan’s role as the Drainage Design Lead led him to work on and manage various aspects of the project, including sewer, drainage report, grading, underdrain, erosion control, detention, and water quality.

Exhibit F



Marty Droze, PE, ENV SP
Parking Facilities Design

Marty is a civil engineer who specializes in roadway, multimodal, and site civil design, including for airports. His breadth of experience allows for gauging the project at a high level, and identify the impacts that will cascade through projects from small decisions. Marty leverages his landside airport experience to inform his decisions and find creative solutions that reduce impacts to shorten construction windows, and lower construction costs.

EDUCATION

Bachelors, Civil Engineering
Technology, Metropolitan
State University

REGISTRATIONS

Professional Engineer -
Civil, Montana, No. 85925,
Jun 2026; Wyoming, No.
20196, Dec 2025; Colorado,
No. 65916, Oct 2025

Envision Sustainability
Professional, March 2026

INDUSTRY TENURE

7 years

HDR TENURE

7 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

Denver International Airport (DEN), Land Planning and Engineering On-Call: Bag Drop | Denver, CO

As a subconsultant on the Sasaki team, Marty provided investigation and design examining the viability of 11 potential bag drop locations. He provided metrics upon which to rate each of the proposed sites.

Boise City, Boise Airport (BOI) CONRAC Phase 1 | Boise, ID
HDR partnered with Demattei Wong Architecture to design this new ConRAC Facility. Our team seamlessly integrated into a large, complex and geographically dispersed team. Marty led the utility design for the project, developing creative construction methods for the drainage and sanitary design, and identified opportunities to futureproof the design for Phase 2 of the CONRAC.

Stilson, Transit Center BUILD Grant | Teton County, WY
Marty served as deputy project manager on this multimodal project, which involved roadway design, parking lot design, site drainage, multi-use pathway design, and pedestrian circulation. He championed discussions with the other consultants, leading to quality interdisciplinary discussions on the project. Marty facilitated conversations between the client and owners of neighboring parcels to identify creative solutions to comingle infiltration ponds, leading to a \$200,000 savings on the project.

City and County of Denver, University Safer Streets: Colorado Boulevard and Buchtel Corridor | Denver, CO
Project Engineer for final level design for multimodal improvements including the upgrade to protected bike lanes and the addition of flashing beacon crosswalks with median refuges, and design of intersection improvements and new and replaced signals. Conceptual designs and cost estimates were developed to determine the final improvements.



SEAN FAHEY, P.E., ENV SP

Senior Project Engineer



With over 14 years of experience, Sean has designed a variety of urban infrastructure improvements ranging from corridor widenings, new arterial roadway design, intersection improvements, trail and pedestrian infrastructure, interchanges, roundabouts (mini, single lane, multi lane, peanut), and other site improvements. He strives to ensure that current and future transportation systems meet the economic, environmental, and social needs of the community the system serves. With over nine years of experience utilizing Autodesk software, Sean has developed advanced expertise in Building Information Modeling (BIM) workflows. He leverages tools such as Civil 3D, InfraWorks, Navisworks, and Autodesk Construction Cloud to create detailed 3D models, showcase designs in immersive 3D contexts, and optimize design outputs using innovative 3D workflows. This approach has consistently allowed him to deliver projects with enhanced efficiency, improved collaboration, and under-budget results. His proficiency in these tools has been instrumental in streamlining processes, reducing errors, and ensuring high-quality project delivery.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 15 WITH SHREWSBERRY: 1
B.S., Engineering, Civil Specialty, Colorado School of Mines M.S., Civil Engineering & Environment, University of Washington	PROJECT EXPERIENCE Iliff and Holly Pedestrian Improvements DOTI / City and County of Denver – Denver, CO As Project Manager for the High Line Canal improvements at Iliff Avenue and Holly Street in Denver, CO, Sean led roadway design and coordinated with Structures, Drainage, Survey, and Utility teams while working directly with Denver Water and DOTI staff. Sean successfully delivered a design that added a traversable median island for both maintenance vehicles and trail users while minimizing impacts to the adjacent bridge. He developed and managed the project schedule, oversaw invoicing, and kept the project on track, achieving client goals on time and within budget. Wesley and Downing Intersection Improvements DOTI / City and County of Denver – Denver, CO For the Wesley Avenue and Downing Street Improvements, Sean served as Project Manager and led the roadway design for curb ramp and median upgrades within a highly constrained urban corridor where no additional right-of-way could be acquired. He coordinated with Structures, Drainage, Survey, Utility, and Traffic disciplines while working closely with City staff to ensure project goals were met, including pedestrian safety, ADA compliance, and emergency vehicle access. Sean also coordinated the design & installation of a Rectangular Rapid Flashing Beacon while avoiding utilities, managed the schedule and invoicing, and kept the project on track—successfully delivering improvements on time and within budget in a complex urban environment. Tower Road and Pena Boulevard Interchange Improvements DOTI / City and County of Denver – Denver, CO As Project Engineer for the Tower Road and Peña Boulevard Interchange Improvements, Sean led the design of Tower Road upgrades, including two intersections, ADA-compliant curb ramps, median islands, and a new westbound on-ramp connection to Peña Boulevard. He incorporated a concrete median barrier to protect existing bridge piers and coordinated design efforts across drainage, structures, utilities, environmental, and ROW disciplines. Sean produced design drawings, plan sheets, and quantities while also gaining experience in specification development, contributing to a comprehensive and constructible set of plans that advanced the project toward successful delivery. 39th Avenue Greenway DOTI / City and County of Denver – Denver, CO On the 39th Avenue Greenway Design-Build project, Sean led the maintenance-of-traffic (MOT) planning and documentation, developing concepts and a dynamic MOT plan that guided construction while accommodating community needs. He collaborated with the contractor on constructability, coordinated reviews with the City and County of Denver, and ensured MOT strategies aligned with the Central 70 project schedule, local schools, residents, and other stakeholders. In addition to MOT leadership, Sean supported roadway design for multiple improvements along the new Greenway, helping deliver a safe and constructible project that balanced mobility, access, and stakeholder requirements.
REGISTRATIONS	
Professional Engineer CO, FL, IL, KY, MA, NM	
CERTIFICATIONS	
Envision Sustainability Professional (ENV SP)	
AFFILIATIONS	
American Society of Civil Engineering Institute of Transportation Engineers ISI Envision	



Exhibit F



Darin Freeman, PE

Structures

Darin is a Senior Bridge Project Manager and has been a leader in HDR’s Denver Bridge Group since 2010. His experience ranges in all phases of transportation structure design and construction, including recent on-call work at Denver International Airport (DEN). He specializes in leading structural design teams and developing specifications and plans for highway and rail transit, bridges, tunnels, and walls. Structure types include concrete, steel and timber bridges, walls, as well as bridge rehabilitation designs. Darin also has over 20 years of hands-on experience as the lead post-design services engineer for many high-profile, large-scale projects in Colorado and across North America.

EDUCATION

Bachelors, Civil Engineering,
University of Colorado,
Boulder

REGISTRATIONS

Professional Engineer - Civil,
Colorado, No. 37130, Oct
2025; Montana, No. 19753,
Jun 2026

PROFESSIONAL
MEMBERSHIPS

American Society of Civil
Engineers (ASCE), Member

American Institute of Steel
Construction, Member

INDUSTRY TENURE

28 years

HDR TENURE

15 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, Picadilly Under Pena Blvd. Grading Enabling | Aurora, CO
Engineer of Record and QC Reviewer for this on-call task order to conduct structural analysis of existing RTD A-line bridge piers associated with the proposed regrading and drainage improvements under the Picadilly Grading Enabling project. This includes aesthetic treatment details for implementation following the grading work. He coordinates with DEN, RTD and DTP for final approvals.

DEN, Water Quality Infrastructure Support | Denver, CO
QC Reviewer. HDR is engaged in a project at DEN to enhance water quality infrastructure at Second Creek Regional Pond and Worldport Pond. The project, designed by Shrewsberry, involves creating construction documents for structural improvements, including outlet structures, low flow trickle channels, and concrete forebays. HDR has prepared detailed design plans, cost estimating, and is assisting during construction.

Denver Transit Partners, Eagle P3 | Denver, CO
Independent Design Validator. The Eagle P3 project (design build finance operation and maintenance) extended commuter rail from the Denver city center on three new commuter rail lines to multiple suburban locations and Denver International Airport. As the lead design firm, HDR was responsible for all rail system planning and design. Design included 36 miles of commuter rail track and systems, corridor-wide drainage and utility work, 14 stations, 29 at-grade crossings, 36 bridges, and relocation of four miles of BNSF mainline tracks.

Team Resumes

Eugene Lynne



**Amara L. Hildebrand, PE,
LEED AP**
CEO, Engineering Manager

Education

Bachelor of Science in Civil
Engineering
May 1997
Duke University
Durham, North Carolina
Graduated *Cum Laude*

Professional Registrations

Licensed Professional
Engineer:

- ◇ State of Colorado
No. PE-36363
- ◇ State of California
No. C-61712
- ◇ State of South Dakota
No. C-17403

LEED Accredited
Professional
US Green Building Council
(2008)

With Eugene Lynne since
Aug. 2015

EXPERIENCE

Amara is an Engineering Manager who has directed the survey and civil production on more than thirty design and construction projects for the City and County of Denver (CCD) since the inception of Eugene Lynne in 2015. She is a seasoned engineer who is well versed in complex drainage and water quality decisions. Amara has contributed to drainage and water quality solutions for DEN, prior to the inception of Eugene Lynne. She can oversee projects, develop erosion control and drainage reports, train junior staff and produce plans in Civil 3D and MicroStation.

PROJECT EXAMPLES

Denver International Airport, Denver, CO (DEN)

- DEN Concourse B and C Repaving Projects—As project engineer, developed the stormwater management plans and CASDP for repaving projects.
- DEN 17L/35R Runway Rehabilitation Project—As project engineer, developed the stormwater management plans and CASDP for repaving projects.

City and County of Denver

- Globeville, Elyria, Swansea Sidewalk Improvement Project—Project Engineer for the Drainage and Stormwater Quality Design.
- Iowa Underpass Project—Project Manager including permit coordination with CCD, CDOT, UPRR and BNSF as well as Lead Designer for Hydrology/Hydraulics and Stormwater Quality Design.
- 56th Avenue Widening—Project Engineer for the Water Quality and CASMP production for 3-mile design-build Project.
- Neighborhood Transportation Management Program—Project Engineer in charge of the drainage study and Floodplain analysis for paint and post intersection improvements throughout Denver.
- Iowa Underpass Project—Project Manager including permit coordination with CCD, CDOT, UPRR and BNSF as well as Lead Designer for Hydrology/Hydraulics and Stormwater Quality Design.

EUGENE LYNNE, LLC

Exhibit F



Matt Jarrett, PE

Parking Facilities Design

Matt's experience covers civil design elements such as utilities, stormwater, grading, and roadway design across all phases of a project from initial site selection, to master planning, to permitting and construction documentation. These services extend across project types including airports, including Denver International Airport (DEN), education, healthcare, civic buildings, and renovation projects. When encountering complex design challenges, he is skilled at leveraging multi-disciplinary collaboration to develop creative, efficient solutions.

EDUCATION

Bachelor of Science, Civil Engineering, Washington State University (WSU)

REGISTRATIONS

Professional Engineer - Civil, Washington, No. 20123373, Nov 2025; Colorado, No. 62863, Oct 2025

INDUSTRY TENURE

9 years

HDR TENURE

1 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN Southwest Provisioning Building Conversion | Denver, CO
Civil Project Engineer as part of HDR's A/E On-Call Contract with DEN. Matt is providing design services to convert an existing building into a new maintenance office for DEN staff. The building, with both airside and landside components, will convert interior warehouse space into offices. The exterior features new parking and security improvements, and new stormwater infrastructure.

Pitkin County, Aspen New Terminal | Aspen, CO
Landside Civil Lead supporting lead architect ZGF Architects and program manager Jacobson Daniels to design the new airside and landside facilities for the Aspen Pitkin County Airport. The team is providing design services from conceptual layout through construction administration on the multi-phase, multi-year project.

Jorgensen Associates P.C., Teton Mobility Corridor | Jackson, WY
Civil Project Engineer on HDR's team, which is providing document management, storage and project controls for program areas; develop, maintain, implement, and update a Project Management Plan (PMP), along with all respective subsections of the PMP; develop, maintain, update, and evaluate project and program level schedules. He's also supporting BUILD Grant-required administrative services, to include agreement development, reporting, and reimbursement coordination and processing.

Avista Utilities, Garden Springs Greenfield Substation Design | Spokane, WA
Civil Engineer Lead. Assisting in the design of a greenfield 230kV-115 substation with future distribution. Eventually it will connect the new Garden Springs – Bluebird 230 kV transmission line.



BRIAN KINDER, P.E. *Director of Transportation Engineering, Mountain Region*



Brian has gained comprehensive experience in transportation design, project management, and owners’ representation throughout his 24 years in the industry and has successfully delivered a variety of civil engineering projects and programs. His portfolio of design projects includes new highways, road and intersection expansions, trail and pedestrian facilities, building facility site improvements, and many other capital improvement and maintenance projects. While working as an owner’s representative, Brian led infrastructure condition assessments, maintenance program (including delivery of design and contractor procurement), and incident management master planning. Brian has the capacity to work in successful cooperation with all project interests to assure quality, innovation, and client satisfaction.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 24 WITH SHREWSBERRY: 5
B.S., Civil Engineering, West Virginia University Institute of Technology	PROJECT EXPERIENCE S.R. 509/24th Ave South to 188th Street New Expressway WSDOT – King County, WA Brian is serving as Shrewsberry’s principal in charge for the S.R. 509/24th Ave South to 188th Street New Expressway project which is part of the Puget Sound Gateway Program. The scope includes the design and construction of a four-lane expressway between the 24th Avenue South interchange and South 188th Street/Des Moines Memorial Drive (DMMD), a new South 188th Street/DMMD interchange, and noise walls for the South 160th Street Interchange. A new southbound auxiliary lane between the South 272nd Street and S.R. 516 interchange will be designed and constructed on I-5 with an associated noise wall extension. DEN Landside Oncall SBE Denver International Airport – Denver, CO Brian served as the contract manager for the DEN Landside Oncall SBE Contract, and is currently facilitating the successful execution of 4 task orders under that contract. Brian also served at the project manager for the Libra Tributary Wingwall Replacement Project, and is currently serving as the Project Manager on the Peña Low Point Reconstruction Project, and the Picadilly Grading Enabling Project (TO’s 3&4). U.S. 160 Passing Lanes CDOT Region 5 – Towaoc, CO \$1.5 million capital project consisting of condition assessment, roadway expansion, and rehabilitation design phases. Brian served as Project Manager of the final design of new dedicated passing lanes near Towaoc, Colorado. He oversaw the completion of project design plans and specifications, stormwater management plan updates, utility design, independent drainage design review, constructability reviews, and development of construction traffic control and phasing plan. 56th Avenue Widening Design Build Department of Transportation and Infrastructure – Denver, CO The 56th Avenue Widening Design Build Project expands the current roadway section from two lanes to a median separated five lane section, between Peoria and Peña Boulevard to improve capacity and operation of the corridor. Brian served as the Design Manager through the procurement phase. The major goals of the project include improved safety along the corridor, improved pedestrian connectivity from the neighborhoods to the RMANWR, and aesthetic improvements within the right of way to provide a transition from the developed areas to the south to the natural areas on the north. The project also included the designed a 10-foot multi-use path to the north of 56th Avenue which provided enhanced pedestrian connectivity for nonvehicle-based recreation and transportation.
REGISTRATIONS	
Professional Engineer CO, TX, WA	



Hai Ming Lim, PE (Ming)



Education

MS Civil Engineering,
Specializing in
Geotechnical, University
of Oklahoma, 2005

BS Civil Engineering,
University of Oklahoma,
2000

Registrations

Professional Engineer:
Colorado (51650)
Oklahoma (21726)
Texas (125901)

Professional Experience

Ming brings 26 years of civil and geotechnical engineering experience. He has provided services for multiple owners, consultants, contractors, municipalities, DOT and FHWA, with project scales ranging from small building development to large transportation projects. His areas of expertise include geotechnical exploration, in-situ testing, shallow and deep foundation engineering, soil structure interactions, earth retention structures (cast-in-place, MSE, soil nail, tangent and secant pile, soldier pile, sheet pile, shoring), slope stability and remediation, pavement engineering, forensic study, detention structures analyses, and construction engineering. Mr. Lim also has experience in team, resources and budget management, and client interactions.

Relevant Project Experience

Taxiway EE, Denver International Airport, CO, 2021-2023

Senior Project Manager and Technical Lead for the proposed new Taxiway EE. The challenges on this project was to evaluate the available materials meeting the select fill materials requirements from the proposed taxiway alignment, and outside of the airport from the potential borrow sites. The project was performed in 2 phases, with the Phase 1 focusing on evaluating the overall conditions along the proposed taxiway and availability of structural fill from on and off site. Phase 2 focused on the specific area where borrow materials are available along the proposed taxiway alignment. Additional analysis including management of subsurface and surface runoff water, slope stability for excavation, and suitability of material for other uses. The project was completed within budget and on time.

Soil Nail Wall Repair, Denver International Airport, CO, 2021-2022

Senior Project Manager and Technical Lead for evaluating the potential causes of wall facing damages, the stability of the wall structure, and prepare plans and specifications for the repair of the wall facing. The evaluation included drilling of the soils behind soil nail wall, monitor long term groundwater conditions, coring through wall face, LiDAR scan of the wall structure for inspection and recording, and visual inspection of the wall structures. The repair plan was completed, and a complete construction plan set will be prepared in 2022.

I-270 Critical Bridge Replacement Project, CDOT Region 1, CO

Project Manager and Geotechnical Lead for the replacement of the 8 critical bridges on I-270 corridor in Commerce City, Colorado. The bridge replacement will include roadway widening to improve the traffic flow and mobility of the corridor. The existing roadway and planned widening were located in a landfill area where continuous settlement was experienced since the corridor was constructed. Ming evaluated the available information, and provided inputs on landfill mitigation methods while considering the risk of roadway and structures movement, the cost, short and long term performance and impacts to the travel publics. These mitigation methods included ground improvement techniques such as stone columns, controlled modulus columns, grout injection, geogrid improvements of pavement structures, light weight fill and geofoam in the widening areas, flexible wall structures such as 2-stage walls and reinforced soil slope.

I-70 Floyd Hill to Veterans Memorial Tunnels, CDOT Region 1, CO

Geotechnical Engineer for the CMGC project on I-70 from Floyd Hill to Veterans Memorial Tunnel project. Provided technical assistance on the CM team during pre-construction activities for bridge foundation, pavement system, slope and rock cut stability analysis, excavation characteristics, shoring design, and falsework design.

US 50 Little Blue Canyon Project, Curecanti National Recreational Area, CO. FHWA and CDOT

Geotechnical Engineer for the rock scaling, rock slope stabilization and rockfall mitigation of the 4-mile project through the Little Blue Canyon. Provided support during construction for the installation of the rockfall mitigation and slope stabilization system.

Exhibit F



John Lobo, PE Structures Engineer

John leads HDR's Transit Structures program. He is a senior structural engineer with expertise in transit structures, especially transit systems in airports, including Denver International Airport (DEN). His experience includes all project phases from preliminary planning and initial design through final design, cross-discipline coordination and system integration and construction phase services.

EDUCATION

Masters, Civil Engineering,
Pennsylvania State
University

Bachelors, Engineering,
University of Pune, India

REGISTRATIONS

Professional Engineer,
Arizona, No. 46647, Sep
2028; California, No. 80232,
Sep 2026

PROFESSIONAL MEMBERSHIPS

American Society of Civil
Engineers (ASCE), Member

Transportation Research
Board, AR060, Vice Chair,
2022-2025

Structural Engineering
Institute, Denver, Fellow

INDUSTRY TENURE

22 years

HDR TENURE

12 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, Picadilly Under Pena Blvd. Grading Enabling | Denver, CO

John is providing structural design and analysis of existing RTD A-line bridge piers associated with the proposed regrading and drainage improvements under the Picadilly Grading Enabling project. This includes coordinating with RTD for approval of the improvements.

LAX Airport Automated People Mover | Los Angeles, CA

Senior Bridge Engineer for HDR's team providing design for the fixed facilities for the APM system as part of the larger Fluor Flatiron Balfour Beatty Dragados DBJV team.

Phoenix Sky Harbor International Airport (PHX), Phoenix Sky Train | Phoenix, AZ

While at a previous employer, John led the design team for the structural design of elevated guideway structures including precast concrete, steel girder and cast-in-place concrete box girder structures and cut-and-cover tunnels, working closely with engineers from the train system supplier and the general contractor to coordinate the various features into one coherent design.

Infrastructure Ontario, Ontario Line TA | Toronto, ON

Structures lead for the 10-mile subway line, which includes tunnels, elevated guideway, retaining walls and underground and elevated stations. John led the conceptual design and drafted the output specifications and now oversees design compliance and manages interfaces between the nine contracts.

DOLRT FFGA, Research Triangle Regional Public Transportation, | Durham, NC

Structures engineer and team lead for the final design of GoTriangle's 17.7-mile Durham-Orange Line light rail transit project. The light rail was designed to accommodate 26,000 trips per day and to connect three universities, three of the top ten employers in the state, and three major medical facilities. Work included preparing contract documents for bridge repairs and rehabilitation and developing and executing an instrumentation plan.



Robert Manzanares, PE

Constructability Review (Landside)

Robert is responsible for project management, design, coordination, and production of civil and transportation projects and has more than 33 years of project management and design experience on a variety of transportation design projects. He has been in a key contributor on numerous design-bid-build and design-build projects throughout Colorado. He has diverse experience on rural and mountainous highways, urban streets, and freeway interchange projects.

EDUCATION

Bachelors, Civil Engineering,
New Mexico State University

REGISTRATIONS

Professional Engineer - Civil,
Colorado, No. 36847, Dec
2026

INDUSTRY TENURE

33 years

HDR TENURE

9 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

CDOT Region 5, US 550/160 Connection South Design Build | Durango, CO

Program/Project Manager. Reconstruction of 12 miles of rural, two-lane U.S. highway to an improved four-lane section. HDR assisted La Plata County in conjunction with CDOT and the Southern Ute Tribe to prepare and submit a successful FASTLANE grant that led to the US 550/160 Connection South Design-Build. HDR was selected as the owner-representative for the US 550/160 Connection Design Build to prepare the procurement documents and reference design in addition HDR has continued to support CDOT throughout construction with design oversight, construction, and change order management.

CDOT Region 2, US 24 Garrett to Woodmen | Falcon, CO

Project Manager. HDR provided engineering and professional design support services for transportation improvements. HDR's scope included survey; right-of-way; SUE investigation; access plan development; environmental reassessment; public involvement; roadway and structure design; hydraulics and water quality design; SWMP design; signal design; and utility coordination. HDR will provide design services from scoping to final design for this project

City of Aurora, I-70 Picadilly Interchange Design-Build | Aurora, CO

Senior Technical Advisor. HDR designed a greenfield diverging diamond interchange. HDR developed this design to an FIR level and then developed a procurement package for continuance of the project under a design-build model. HDR currently serves in an owners-representative capacity during the design-build process and served in an advisory role throughout the design-builder selection process including one on one meetings. HDR completed utility research and led the SUE investigation for this extremely congested utility corridor.



REGISTRATIONS

Professional Engineer, CO
#45416

EDUCATION

MS, Civil Engineering,
University of Colorado -
Denver, 2008

BS, Architectural Engineering,
University of Colorado -
Boulder, 2002

BA, Biology, University of
Colorado - Colorado Springs,
1995

EXPERIENCE

4 years at HCL
23 years in industry

AFFILIATIONS

Structural Engineering
Association of Colorado (SEAC)

American Institute of Steel
Construction (AISC)

Cold-Formed Steel
Engineering Institute (CFSEI)

Exhibit F Brad Petersen, PE

Structural Engineering Department Manager

With experience as a structural engineer since 2002, Brad specializes in structural building designs, utilizing concrete, steel, masonry, cold-formed steel and wood. Brad is experienced with in-field structural observations, tracking construction document execution, and writing comprehensive reporting for contract document compliance. He currently holds Denver International Airport secured access credentials to perform structural site observations and generate reports for the concourse expansion and improvement projects. Brad has designed various multi-story commercial structures, multi-family residential structures, post tensioned and flat plate structural slabs, and precast concrete structures.

Relevant Experience

DEN FedEx Facility Safety Improvements | Denver, CO

Structural Senior Project Manager: Repaired structural elements in the FedEx facility at DEN. Challenges include assessment and repair procedures for damaged CMU walls, slab-on-grade, retaining walls, and a lateral force-resisting tension rod system.

Concourse A East Ground Load Expansion | Denver, CO

Senior Structural Project Manager: Managed the structural project team for this expansion project at DEN, consisting of existing concourse renovation, new south finger hold room addition, new maintenance/storage building, existing modular renovations, new canopy and ramp structures, and structural platforms for mechanical equipment. The project was a five-gate expansion and renovation of the AEGL area. Structural systems for the building include long-span roof joists, structural steel framing, and CMU shear walls supported on a deep foundation system. This project required the use of Revit and BIM 360, and conforms to the DEN digital infrastructure standards and design criteria.

DEN Concourse A East Ground Load Expansion, Phase II | Denver, CO

Structural Senior Project Manager: Provided structural design for a 120,000 square-foot remodel and expansion of the Concourse A-East north and south corridor ground loading facilities, including the construction of five new gates and reconfiguration of nine existing gates (14 total gates). The HCL structural team designed two new buildings, ramps and canopies at existing modulars, a new firewall between new and existing modulars, and a new escalator and elevator in the existing concourse. HCL successfully addressed challenges such as designing a 14' tall cantilevered CMU firewall supported by large grade beams and drilled piers.

DEN United Airlines - Basement Locker Room Renovation | Denver, CO

Structural Senior Project Manager: Responsible structural engineering for a new 1400 squarefoot locker room space inside of DEN. The scope includes new foundation, CMU walls and coldformed steel joists.

United Airlines Club Expansions Concourse A and B West and B East | Denver, CO

Senior Structural Project Manager: Three new United Club Expansion Programs in the existing Concourse A and B buildings. He designed retrofit plans to accommodate the expanded United Club. The work included conveyance replacement, new mezzanine floor framing, retrofitting existing structural framing, and various other structural modifications.

TSA Recapitalization & BHS Modernization | Denver, CO

Structural Senior Project Manager: Provided on-site documentation of existing structural members and assisted S.A. Miro in the analysis and design of both existing and new structures. HCL offered Quality Control for structural drawings, calculations, and specifications, ensuring the successful integration of the new EDS machines and baggage handling system.

DEN Terminal Elevator Replacement | Denver, CO

Structural Senior Project Manager: Provided structural engineering to replace two elevators in the terminal building at DEN. The scope includes site verification of existing steel to support existing elevator and structural enhancements to support the new elevator rail loads and impact/buffer loads at the suspended steel framed elevator pit.

Chelsea Adkisson, P.E. Exhibit F

Project Manager, Transportation Engineer



SELECT PROJECT EXPERIENCE

DEN Pena Blvd NEPA Design. Denver International Airport (July 2025 - present). Chelsea serves as Project Manager for the Peña NEPA and Design Project, where she oversees the environmental review, stakeholder engagement, and design coordination. She brings extensive experience in managing complex transportation and infrastructure projects, guiding multidisciplinary teams through NEPA compliance and design development. Chelsea's leadership ensures the project advances Denver International Airport's (DEN) goals for safety, efficiency, and sustainability while fostering meaningful collaboration with stakeholders and project partners.

DEN On-Call Environmental and Sustainability Planning. DEN. (Apr 2023 - present). On-call project manager for this contract. Peak and their teaming partners are supporting DEN with planning services including grant applications and NEPA advisory services.

Libra Tributary Wingwall Repair. DEN. Our team supported DEN with environmental compliance and project coordination, including invoicing resolution and wetlands impact mapping. Chelsea supported environmental review management.

Louisiana Ave & Pearl St Intersection Improvements, Lead Roadway Engineer, City and County of Denver (August 2020 – April 2022). Lead the intersection design and urban grading to improve drainage at this frequently flooded intersection and upgrade sidewalks and ramps to meet accessibility standards.

General Storm Projects (Package B), Lead Roadway Engineer, City and County of Denver. Projects addressed localized flooding with design and construction of new or improved stormwater collection and conveyance in the identified areas. Some of the identified areas also included full roadway reconstruction and redesign to improve drainage, as well as adjacent curb ramp, sidewalk and curb improvements.

- Antero General Storm Stuart Street (January 2021- May 2022)
- Gray's Peak General Storm, Wabash to Willow Alley (March 2020 - October 2020)

Safety Improvements at the 13th Avenue and Xenia Street Intersection, City and County of Denver. (August 2019 – February 2020).

- Designed safety improvements at the 13th and Xenia Intersection including accessible ramps design.
- Site constraints led to the development of a unique design to provide pedestrian protection and promote positive drainage. Client feedback has indicated the design is functioning well post construction.





ROB BOGAN TECHNOLOGY PROJECT MANAGER

PROFESSIONAL BIO

Rob is experienced in the planning, design, and implementation of all technology/communications systems. His special systems experience includes technology infrastructure, CCTV and access control, fire alarm, life-safety, data, and audio/visual integration. Rob has also created corporate and educational design standards and guidelines for Special Electronic Systems and provided peer reviews for corporate, educational, and aviation technology systems. Rob has worked at DEN consistently over the past seven years, during which time he has become adept in producing designs per DEN's Design Standards Manual for Communications and Life Safety.

RELEVANT EXPERIENCE:

DENVER INTERNATIONAL AIRPORT

B and C East Concourse Expansion | Denver, Colorado

PK served as Electrical Engineer of Record for DEN's major expansion of Concourses B-East and C-East, adding a total of 536,000 sq ft and 23 new gates. PK Electrical's scope of services for both concourses included complete electrical engineering, design, and specifications for lighting, controls, power, photovoltaic, and communications/IT systems. Rob's scope of work included the design of all communications/IT systems including premise wiring and cabling, LAN, Wi-Fi, DAS, ECS, MLAT, telephone/voice systems, broadband television distribution system, communications grounding systems, MUFIDS (multiuser flight information display system) signage systems, CCTV, ACS, 3B permitting for SSI, and intrusion detection systems. Construction costs for B-East and C-East are \$1.1 billion. This project was awarded the 2023 Mountain States Best Project in Airport/Transit category.

DENVER INTERNATIONAL AIRPORT

American Airlines Relocation | Denver, Colorado

Awarded through DEN's A/E on-call, this project relocated the American Airlines Club, customer experience offices, technical operations/ramp office, and shared restrooms for a total of 13,607 sq ft, from Concourse A to Concourse C. PK provided the technology/communications design for the relocations including ECS, data, voice, access control, 3B permitting, audio/visual, CCTV, DAS, FIDS, GIDS, and digital signage systems. Scope also included systems demolition as needed in the renovation space and construction administration services.

DENVER INTERNATIONAL AIRPORT

On-Call Terminal Enabling Part 1 | Denver, Colorado

This project supported Great Hall Phase 2 construction by relocating several airport functions, including Paramedics Treatment Office, DPD "Cage," tenant mailboxes, Currency Exchange, TSA breakroom, and North TSA checkpoint Employee Access Portal. PK's design converted DEN Lost and Found into a new Paramedics Office and repurposed unused airport office space for police, mail, currency exchange, and TSA use. The Employee Access Portal was relocated within the North TSA checkpoint. Scope in all spaces included the lighting and power design including site investigation, demolition, circuiting, panel schedules, and load calculations. Communications/tech scope included ECS, data/voice, security access and control, intrusion detection, CCTV, CATV, PA, FIDS, master clock, and fire alarm systems.

Back
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Org
Chart

EMPLOYMENT

PK Electrical, Inc.
Technology Project
Manager
2018 - Present

EDUCATION

BS Business
Administration
Platt College, 1986

AS Electronics
Engineering
Aurora Community
College, 1997

PROFESSIONAL EXPERIENCE

35 Years

AFFILIATIONS

Building Industry
Consulting Services
International (BICSI)



PK Electrical, Inc.

HDR ENGINEERING, INC. - 202582716-00

Reno, NV | Denver, CO | St. Louis, MO
www.pk-electrical.com

**VISIONS ACHIEVED.
COMMUNITIES EMPOWERED.**

Exhibit F



Nick Domingue

Construction Administration

Nick has experience in geotechnical, environmental, and construction testing and inspection. His most recent role was acting as project manager at the Denver International Airport (DEN). He has worked closely with a range of agencies and contractors performing soil sampling, water collection, pile load testing, density testing, concrete testing, and asphalt inspections. Nick’s transportation focused career progression includes pertinent experience on high-profiled projects meeting compliance requirements.

REGISTRATIONS

- Engineering Intern, Colorado, EI0079246
- Certification For Operator of Nuclear Moisture Density Gauges, Florida
- Traffic Control Supervisor, Colorado
- CDOT Basic Highway Math, Colorado
- CDOT Basic Plan Reading, Colorado
- CDOT Construction Surveying Exam, Colorado
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI), Colorado, B4C32A23, Jun 2028

INDUSTRY TENURE

21 years

HDR TENURE

1 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

DEN, IPMSS Worldport Parking Lot | Denver, CO

Nick served as project manager for DEN, coordinating meetings between contractor, subcontractors, stakeholders and owners. He reviewed daily reports by contractor and quality assurance team, performed quality assurance test reports, and created inspection reports for project compliance and conformance. Nick was also in charge of reviewing and approval process of submittals by contractor and all invoicing by contractor, quality assurance team and designer of record.

DEN, 23-016 RW 17R-35L Rehab Support | Denver, CO

Nick served in a testing/inspection role. Project management support services (assistant project management) through the construction and closeout phases of the project.

City of Colorado Springs, Airport Inspection and Testing | Colorado Springs, CO*

Nick was responsible for inspection and testing during placement of flexible and rigid pavements to ensure product was delivered and placed within project specifications. Testing included molding and testing concrete strength specimens, air content, and slump for rigid pavement. Flexible pavement testing included binder extraction, gradation, Marshall compaction, and bulk specific gravity test. Other duties included performing coring and subgrade sampling for the next proposed phase.

City of Colorado Springs, 2C Program | Colorado Springs, CO*

Nick inspected milling of existing roadway surface and placement of flexible pavement as well as performing asphalt compaction testing in the field and laboratory testing including binder extraction, sieve analysis, theoretical maximum specific gravity.

*Work performed prior to HDR employment

Exhibit F



Donna Haight

Utility Engineering

Donna is a highly skilled Utility Manager with experience in all phases of design and delivery process for civil design projects. Her wide range of experience on major complex projects has made her a Subject Matter Specialist with regards to utility, railroads, irrigation and street lighting for the industry. Donna has a strong background with the Colorado Department of Transportation and other various stakeholders with regards to their policies and procedures. Her extensive experience in negotiating contracts, creating matrices and developing utility plans and utility clearances ensures seamless project execution and compliance.

EDUCATION

Bachelors, Exercise and Sports Management, Adams State College

INDUSTRY TENURE

24 years

HDR TENURE

1 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

CDOT Region 5, US 160 Elmore’s East | Durango, CO

Utility Task Lead. HDR is aiming to improve safety, capacity, and mobility from Elmore’s Segment to Dry Creek. HDR is updating design plans, developing procurement documents, and assisting in selecting a design-build contractor. The project involves widening lanes, adding wildlife crossings, and reconfiguring intersections to reduce accidents. HDR provided contract administration support, risk analysis, and subject matter expertise to help deliver an efficient, innovative solution with a focus on safety and community benefits.

CDOT Region 2, US 24 Garrett to Woodmen | Falcon, CO

SUE Lead. Donna performed SUE and reviewed plans to identify utility issues. She was responsible for the development and implementation of strategic solutions for utility issues associated with the project. She provided utility coordination with stakeholders, utility companies, and engineers to resolve utility conflicts and determine the appropriate compensation related to the utility relocation. She also provided support on CDOT agreements, estimates and other appropriate documentation for inclusion in the project plans and specifications.

City of Boulder, Arapahoe BRT 28th to Foothills | Boulder, CO

Utility Coordination. Preliminary design of BRT improvements on Arapahoe Road from 28th to Foothills. Improvements include roadway, station, drainage, floodplain, and signing and striping. She provided utility coordination with stakeholders, utility companies, and engineers to resolve utility conflicts and determine the appropriate compensation related to the utility relocation.

Exhibit F



Phil Hull, PE
Construction Phasing and Traffic Control

Phil brings extensive experience in project management, inspection, and construction management, specializing in multidisciplinary construction management projects. His expertise includes accurate project budgeting, cost estimation, schedule reviews, and comprehensive inspections of asphalt, steel, and materials, including over 67 bridges of various types. Notably, as the project manager for the award-winning Veterans Memorial Tunnel Widening project, Phil understands that quality execution is essential for project success.

EDUCATION

Bachelors, Construction Management, University of Nebraska

REGISTRATIONS

Professional Engineer, Colorado, No. 42163, Oct 2025

INDUSTRY TENURE

33 years

HDR TENURE

2 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

Chaffee County, Granite Bridge Replacement | Chaffee County, CO

Project manager. Providing CM support for a replacement and riverbed restoration project of a bridge on CR 397 off Highway 24 in Chaffee County. The work includes soil nail stabilization, updates to river channel erosion protection, a new single span steel bridge, environmental work, and utilities updates on new structure. Phil oversaw a staff and provided QA materials oversight checks.

City of Idaho Springs, Virginia and Canyon Streets, Phase 1 | Idaho Springs, CO

Project Manager. HDR is providing program management and supporting the design of a utility relocation project and overseeing construction through an onsite management team. This allows the team to support the construction of Idaho Springs’ plans and specifications.

CDOT, I-70 Eisenhower/Johnson Memorial Tunnel | Colorado

Project Engineer. Five miles of cable rail installation, tunnel paving, and waterline reconstruction. Highlights consisted of removal and replacement of 3,000 LF of waterline, five miles of new TL-4 cable rail, and repair of water source feed to the tunnel. Highly restricted schedule working around peak flow of traffic, highly variable weather, extended working hours during limited time windows, and tight timeframe on project. Awards: 2006 Project Manager of the year award in CDOT Region 1 in the \$4M-\$10M category.

Central Federal Lands Highway Division, Wiggins Creek Bridge, DuBois, WY

Project Manager. HDR removed a one-lane bridge and replaced it with a prefabricated bridge, gabion walls, and new aggregated roadway surface. A one-lane diversion was required so the roadway could remain open throughout the project.





STUART HOEVELMAN, CPE

Cost Estimator

Stuart is the Project Controls Manager at Sunland Group, Inc. (Sunland) with over 26 years of experience in the construction industry, specializing in cost estimating, preconstruction, and project management. He’s worked extensively in the aviation sector, supporting a wide range of projects from renovations to terminal expansions at major airports, including Denver International Airport, Austin-Bergstrom International Airport, George Bush Intercontinental Airport, San Antonio International Airport, and Dallas/Fort Worth International Airport. A Certified Professional Estimator, Stuart’s known for his precision, integrity, and strategic approach to conceptual estimating, change order development, and scope definition.

EDUCATION

BS, Construction Management Technology, University of Houston

CERTIFICATIONS

American Society of Professional Estimators (ASPE), Certified Professional Estimator (CPE): # 1.4-000208-1217

YEARS OF EXPERIENCE

26

YEARS AT SUNLAND

22

OFFICE LOCATION

San Antonio, TX

RELEVANT EXPERIENCE

Denver International Airport (DEN), New Runway, Denver, CO, *Project Controls Manager* | Stuart is providing pre-environmental study estimates for the seventh runway at DEN, the first new runway since 2003. The project will extend DEN’s system of six non-intersecting runways, enhancing capacity, efficiency, and resiliency to accommodate projected growth to more than 100 million annual passengers.

Denver International Airport (DEN), Taxiway EE Construction, Denver, CO, *Chief Cost Estimator* | Stuart provided cost estimating services for the Taxiway EE project at DEN, the Federal Aviation Administration’s (FAA) largest safety initiative. The project consisted of approximately 6,000-LF of new taxiway connecting Taxiway L and Taxiway M with Taxiway ED, constructed in four phases, three of which occurred within Taxiway Object Free Areas (TOFAs). Stuart provided change order support by reviewing and validating costs to keep the project in line with budget requirements.

Austin-Bergstrom International Airport (AUS), Airport Expansion and Development Program, Utility Infrastructure Campus Wide Project, Austin, TX, *Project Controls Manager* | Stuart is leading Sunland’s cost estimating team for the Utility Infrastructure Campus Wide Project, part of the Airport Expansion and Development Program (AEDP) at AUS. The project involves expanding and enhancing existing and new utilities to meet the airport’s growing demands, including primary and secondary electrical distribution, chill water, telecommunications, reclaimed water, and storm drainage to support the airport’s ongoing terminal and concourse expansion program.

San Antonio International Airport (SAT), Terminal Development Program, New Terminal, San Antonio, TX, *Project Controls Manager* | Stuart is leading Sunland’s cost estimating team for the New Terminal C at the SAT. The 850,000-SF terminal will add up to 17 gates, 41,000-SF of concession space, 29,000-SF of lounge space, larger gate hold rooms, a new passenger screening area, and a new Federal Inspection Station. His estimates also include civil elements such as apron paving and utility infrastructure to support terminal and airfield operations.





ZACK JERNIGAN, PE

ELECTRICAL DESIGN ENGINEER

EMPLOYMENT

PK Electrical, Inc.
Senior Electrical Design
Engineer
2016 - Present

EDUCATION

B.S. Electrical Engineering
Texas Tech University
2005

PROFESSIONAL EXPERIENCE

18 Years

PROFESSIONAL LICENSES

CO, 0055627
NV, 025819

AFFILIATIONS

National Fire Protection
Association, Member

International Association
of Electrical Inspectors,
Member

PROFESSIONAL BIO

Zack is a highly skilled electrical engineer with extensive expertise in design and construction administration. His proficiency spans power, lighting, and communications systems design, ensuring seamless integration of electrical solutions. In addition to performing design work and complex calculations for power distribution, lighting, and utility coordination, Zack serves as a key liaison, fostering strong collaboration with the design team. He oversees every aspect of the project—from scope development to schedule and budget management—ensuring efficient execution and successful outcomes.

RELEVANT EXPERIENCE:

DENVER INTERNATIONAL AIRPORT

Runway 16R-34L Rehabilitation | Denver, Colorado

The rehabilitation of the Runway 16R-34L complex included airfield lighting replacement, replacement of constant current regulators (CCRs), and upgrades to resolve FAA Part 139 deficiencies. PK's scope included upgrades and replacement of the existing Remote Input/Output rack and Runway Weather Information System (RWIS). The Remote I/O rack replacement included the existing loop detection enclosure, circuit selector switches, and communication enclosure rack. The RWIS system included existing rack mounted enclosures, rack mounted weather instruments, surface mounted runway sensors, and sub-surface sensor devices. Scope included design for the replacement of the existing medium voltage feeders for the system, DIU fiber optic cables looping around the east and west runways, and associated equipment inside the taxiway WC Lighting Vault. Three new cameras were designed to be installed along the runway for observation.

DENVER INTERNATIONAL AIRPORT

West Gates DIW Pond Expansion | Denver, Colorado

This \$65M project intends to expand and relocate the west DIW system to accommodate for additional future demand created by the Concourse Expansion Program. This project included the installation of four 5.4-million-gallon pond cells and associated infrastructure, allowing for the collection, storage, and treatment of waste aircraft deicing fluid. PK was responsible for the electrical engineering and design on the project including field investigation; new electrical service for a new pump house; revision to two existing lift stations, a diversion structure, and a pond aeration pump; power and lighting on the pump house; pumping equipment; conduit and wire for the SCADA system; and minor site lighting at the DIW pads/ponds.

DENVER INTERNATIONAL AIRPORT

Security Guardhouse Replacements | Denver, Colorado

This project involved the removal of the existing guardhouse at three airfield entry/exit gates and subsequent addition of a new 360 sq ft structure at each site. PK was responsible for the design of electrical power, lighting, lighting controls, and grounding systems. Two new network switches were designed for each building with new fixed position, PTZ, and 360° cameras. PK worked closely with DEN to ensure each camera was positioned correctly and entry/exit gates were covered with a fixed position camera. New card readers and dual-height pedestals will be located at entry and exit gates and new gate controls were also designed.



PK Electrical, Inc.

HDR ENGINEERING, INC. - 202582716-00

Reno, NV | Denver, CO | St. Louis, MO
www.pkelectrical.com

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**Matt Nutter, P.E.***Vice President/Principal*

Matt has 26 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, Louisiana, and Texas, providing him a strong understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and landside upgrades. He has also been involved as the owner's representative at Denver International Airport as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.

PROJECT EXPERIENCE*Aviation (*Projects completed under previous company)****United Airlines Remote Apron Parking Pad****Denver International Airport – Denver, CO**

Project Director who was responsible for oversight and QC of the development of the airfield pavement markings, concrete pavement jointing design, plans preparation, quantity calculations, and technical specifications. Work includes the design of a new aircraft parking pad sized for 20 A321/737-MAX 10 aircraft or 10 B777-300 aircraft.

Runway 16L-34R Rehabilitation*Denver International Airport – Denver, CO**

Project manager who was responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

***Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program; Denver International Airport – Denver, CO**

DEN Program Manager for pavement rehabilitation program to correct gate pavement heaving/settling issues at Concourses A, B and C. This program will remove the existing PCCP pavement and place a new pavement section with a drainable base layer. Along with correcting grades to remove ponding issues, the program also repairs or replaces existing utilities below the gate apron pavement. Other improvements also include jet bridge repair/replacement as needed, trench drain replacement, fuel line and fuel hydrant relocation, and restriping the pavement at the gate apron area. Extensive phasing and stakeholder engagement and coordination was also part of this program.

Exhibit F

CHRISTINE RAJPAL, AIA, NCARB, LEED AP | SENIOR ARCHITECT



abstract

WHY CHRISTINE?

- Serving DEN since 2010
- In-depth understanding of DEN project delivery processes and procedures.
- Extensive knowledge of DEN facilities and operations.
- Experience with DEN strategic vision and stakeholder engagement.
- Agile and responsive to the evolving aviation environment.

Years Experience: 30

Education

Master of Architecture;
University of New Mexico

Bachelor of Science,
Architectural Studies; University
of Nebraska

Registrations

Licensed Architect: AZ, AR,
CO, CT, FL, IL, MT, NV, NM,
NY, NC, OR, TX, WA

Member Organizations

ACI, ACC, AAAE, AMAC,
WTS

With 30 years of experience in the built environment design industry, Christine is currently a Senior Project Architect and Regional Practice Manager for an integrated office of Aviation architects and designers. Christine is well respected for her thought leadership, attention to detail, high standard of excellence, and her management and communication skills.

FEATURED EXPERIENCE

DEN, A/E On-Call Services Projects

City and County of Denver

Role: Program & Technical Manager, AOR

Design Services: 2010 - 2023

Highlighted projects under this contract include: automated passport kiosk additions, restroom remodel prototypes, TSA security screening checkpoint reconfigurations, passenger digital experience, outdoor room, and food-court remodel, revisioning of the existing concourse central cores, subcores and holdrooms, and expansion studies.

DEN, Gate Expansion Program, B-East and C-East

City and County of Denver

Role: Program Delivery Leader, Architect of Record

Design Services: 2017 - 2023

C-East added 20 new holdrooms, 16 new mainline gates a ground board commuter facility. The B-East expansion included 12 mainline gates. The program included early procurement packages to facilitate speed of delivery and phased construction to avoid impacts to existing operations.

BWI & MTN, Comprehensive On-Call Design Services

Maryland Aviation Administration

Role: Senior Architect and QA/QC

Design Services: 2023-Ongoing

Providing project & task management in addition to design services for various tasks at BWI and MTN airports. Notable tasks include: relocation of MDTA police station, TSA checkpoint glare study, sterile corridor egress and life safety updates, terminal connector ambiance and art upgrades, mid-field cargo complex, mezzanine renovation for SWA operations, Concourse E ticket counter expansion and BHS replacement, BWI ATCT refurbishment, and ATCT design for MTN airport.

SAT, A/E On-Call

City of San Antonio

Role: Buildings Project Delivery Leader, Senior Architect

Design Services: 2018-2023

Under two multi-year on-call contracts with SAT, Christine led the design team on various building expansion and renovation tasks. She utilized curated stakeholder engagement plans to coordinate activities with stakeholders involved with the various projects during the length of the contract. Relevant projects include an Airport Design Guidelines Standards, roof rehabilitation, tenant relocations and the Terminal A Ground Board Facility.



Tom Richardson

VP Operations *Tom Richardson LLC*

Tom has been a utility designator in the state of Colorado for 35 years. With a perspective honed through his experience in the industry, he recognized the need for a company that specializes in designates for design engineering purposes and started TRLLC in 2014. He was the main designator at Denver International Airport for 14 years, and in 2024 we were awarded the DIA "Utility Locate Services" contract.

For the DEN On-Call Infrastructure Design Contract, Tom would be the Project Supervisor.

SELECT PROJECT EXPERIENCE

2024-Today DIA Utility Locate Services Denver, CO
Respond to 811 locate requests and mark for all DIA underground assets.

2022 Fiber Design Douglas County DougCO, CO
Utility designation for design of fiber routes through Douglas County

2019 Sun Valley DHA Denver, CO
Utility designation for design of development for Denver Housing Authority

2016-2018 DIA Concourses A & B / Retention ponds Denver, CO
Utility designation for design of DIA projects



EXPERIENCE

35 Years in Industry
12 Years with TRLLC

EDUCATION

High School Diploma
Lubbock HS, 1977



HAYDEN SCHMIDT

ELECTRICAL DESIGNER

PROFESSIONAL BIO

Hayden started his career in the field as an electrician, spending eight years working on commercial and electrical projects after which he transitioned into electrical design. His years of experience in electrical installation are beneficial when designing his projects, as he can anticipate issues in the construction phase and provide solutions before the plans go to bid. His skills include quality control, switches, wiring diagrams, safety standards and procedures, circuit breakers, testing and metering, blueprints, schematics, specifications, phasing, layout and installation planning, and leadership. Hayden is licensed as a Journeyman Inside Wireman, and maintains a working knowledge of National Electric Code.

RELEVANT EXPERIENCE:

DENVER INTERNATIONAL AIRPORT

Materials Management Renovation | Denver, Colorado

Awarded through the Architectural and Engineering On-Call, this project provides professional services for the renovation of the Materials Management space at DEN. The renovation will create approximately 6,000 sq ft of office space, split between a new ground-floor addition and a lofted upper level. The layout will include 16 cubicles, six private offices, a breakroom, conference room, and restrooms. In addition, the 600 sf fleet supply area will include a huddle room, new warehouse supervisor and fleet counter, and a new break/locker room. The renovation addresses current code deficiencies and insufficient space for staffing needs. PK's scope includes electrical, technology/low voltage, and fire alarm design. Electrical design includes demolition, panel relocation, new circuiting, power for new HVAC and plumbing system, energy code-compliant lighting, and egress lighting modifications. Technology and low voltage systems will cover data/voice, access control, and CCTV. Work complies with DEN DSM standards.

DENVER INTERNATIONAL AIRPORT

Airport Legal Services AABD AOB Reconfiguration Project | Denver, Colorado

This project was for the reconfiguration of the Airport Legal Services space in the Airport Office Building to create additional private office space for the legal team. PK's scope included design of new lighting, lighting controls, circuiting from existing electrical panels, and review/modification of the emergency egress lighting. Scope also included technology and low voltage systems design of data/voice, security access and control, CCTV, fire alarm, and ECS systems. Design was completed in compliance with the DEN Design Standards Manual (DSM).

DENVER INTERNATIONAL AIRPORT

Great Hall/Jeppesen Terminal Tenant Relocations | Denver, Colorado

This relocation of multiple spaces included Southwest (1,455 sq ft, Level 5), Ground Transportation (1,100 sq ft), Currency Exchange (400 sq ft), and the QA Room (580 sq ft). Level 4 North Terminal E relocations included HSS (938 sq ft), Denver Police Dept. (778 sq ft), GCM/ART (1,666 sq ft), and Provenzano (1,088 sq ft). PK provided electrical power, lighting, and low voltage/communications design. Scope included site Investigation/field verification, demolition drawings, circuiting, panel schedules, load calculations, data/voice, security access control, intrusion detection CCTV, PA, CATV, FIDS, master clock, ECS systems, and fire alarm.

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EMPLOYMENT

PK Electrical, Inc.
Electrical Designer
2022 - Present

EDUCATION

Denver Joint Electrical
Apprentice Training
Committee, Inside
Wireman Certificate, May
2020

PROFESSIONAL EXPERIENCE

11 Years

PROFESSIONAL REGISTRATIONS

Colorado Journeyman
Inside Wireman
JW.3001813



PK Electrical, Inc.

HDR ENGINEERING, INC. - 202582716-00

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www.pk-electrical.com

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Tim Ward, PE
Constructability Review

Tim brings 20 years of aviation engineering experience, backed by a strong track record of delivering successful projects. His responsive leadership and deep industry knowledge brings many best practices developed over years of leading airfield design projects. With his expertise, Tim is well-prepared to step into and support DEN on the Infrastructure On-Call Contract.

EDUCATION

Bachelors, Civil Engineering,
University of Pittsburgh

REGISTRATIONS

Professional Engineer - Civil,
Pennsylvania, No. 078762,
Sep 2027; Maryland, No.
60096, Oct 2026; Kentucky,
No. 35598, Jun 2026; Ohio,
No. 91006, Dec 2025,
Virginia, No. 67528, Nov
2025

INDUSTRY TENURE

20 years

HDR TENURE

7 years

OFFICE LOCATION

Pittsburgh, PA

RELEVANT EXPERIENCE

Ronald Reagan Washington National Airport (DCA), North Airfield Development and Airfield Geometric | Arlington, VA
Project Manager. Tim led the design of DCA’s North Airfield Improvements, addressing Taxiway N, Runway 19 and 15 Hold Pads, and Hot Spot 2 to improve safety, operations, and compliance. The work includes final design and construction support across two bid packages.

Washington Dulles International Airport (IAD), Runway 1R-19L Reconstruction and Associated Taxiways | Dulles, VA
Technical Advisor. Tim is providing airfield design support for the full-depth removal and replacement of Runway 1R-19L, along with associated connector and high-speed exit taxiways. The project also includes reconstructing portions of parallel Taxiway K to address deteriorated pavement and implement geometric improvements.

Tuscon International Airport (TUS), New Runway 12R-30L CMAR Design Services | Tucson, AZ
Technical Advisor and Quality Control Lead Reviewer. This project involves demolishing Runway 11R/29R and taxiways, building new full-length Runway 12R/30L, centerline and outboard parallel taxiways, connector taxiways, drainage improvements, and installing three Arizona Air National Guard Arresting Systems.

Blue Grass Airport (LEX), Runway 4-22 and Parallel Taxiway Alpha Rehabilitation | Lexington, KY
Project Manager. Provided professional planning and design services. Through pavement investigation and alternatives analysis, HDR developed alternative programs varying from complete reconstruction to rehabilitation. New lighting and signage systems, replacement of copper cable with a new fiber optic cable system, new stormwater piping and structures, pavement markings, and security fencing.



Exhibit F

Meredith Wenskoski

President



EDUCATION

Masters of Landscape Architecture, University of Colorado at Denver

B.S. Landscape Horticulture, Concentration in Landscape Design; Colorado State University

LICENSURE/ CERTIFICATION

Licensed Landscape Architect: Colorado #970

LEED Accredited Professional

Construction Specifications Institute CDT Certification

PROFESSIONAL AFFILIATIONS

ASLA, Commons Design Review Board, Denver Park Trust Board, Urban Land Institute

HONORS + AWARDS

Bisnow Award for Excellence & Influence in Denver Commercial Real Estate, 2023

Denver Business Journal Small Business Award, 2023

Titan 100 Award, 2023

Meredith Wenskoski, President and Founder of Livable Cities Studio is an urban designer, planner, and landscape architect whose work focuses on people, equity, and resilience. With a passion for designing spaces that emphasize connection and the human experience, Meredith's 22 years of experience spans parks and public space design, streetscapes, urban design, affordable housing, and parks planning. With a focus on the intersection of housing, equity, public realm, and resiliency, Meredith's human-centered design work creates long-term benefits for people and places. Meredith is distinguished for her strategic leadership, collaborative spirit, and ability to build and navigate partnerships across sectors and functions. Her work on both planning and implementation allows her to seamlessly transition between a variety of project scales bringing a broader understanding to each one.

Meredith is known for her ability to navigate and build partnerships, her interdisciplinary team leadership, her responsiveness to clients and her excellent communication skills. A firm believer in the benefits of collaboration, she forms strong long-term working relationships with design teams and clients. Meredith is recognized for her rigor and follow-through and for instilling discipline and accountability into design and planning processes.

SELECT PROJECT EXPERIENCE

DEN District Master Plans, Denver, CO

DEN West Approach Design Standards, Denver, CO

Uvalda Open Channel Design, Denver, CO

Platte to Park Hill: Stormwater Systems, Denver, CO

South Platte River Integration Plan, Denver, CO

Weir Gulch Integration Plan, Denver, CO*

Harvard Gulch Integration Plan, Denver, CO*

Shared Streets Program Development & Concept Design, Denver, CO

Project Downtown — A Mobility & Streetscape Improvements Plan, Littleton, CO

Denver Moves: Cherry Creek, Denver, CO

Denver Moves: Downtown, Denver, CO

Denver Performance Art Complex Mobility Study, Denver, CO

Community Networks Planning, Denver, CO

Curbside Action Plan, Denver, CO

Federal Bus Rapid Transit, Denver, CO

Colfax Bus Rapid Transit, Denver, CO

Northwest Aurora Mobility Study, Aurora, CO

Outdoor Places Program, Denver, CO

Yale Corridor Study, Denver, CO

Welton Streetscape Design, Denver, CO

Connecting Auraria Streetscape & Bridge, Denver, CO

Washington Street Design, Denver, CO

13th Avenue Design, Denver, CO

Bannock Street Conceptual Design, Denver, CO

39th Avenue Shared Street, Denver, CO

Colfax & Lipan Intersection Design, Denver, CO*

East Colfax Streetscape Conceptual Design, Denver, CO*

Denargo Market Parks & Streets, Denver, CO*

Clayton Early Learning Strategic Vision Plan, Denver, CO

Colorado Health Foundation Penn/Logan Vision Plan, Denver, CO

Exhibit F

SAMPLE CONTRACT ADDITIONS AND MODIFICATIONS

HDR's suggested additions to the sample DEN contract are shown in *italic* and suggested revisions are ~~crossed-out~~. We are happy to work with you to come to amendable terms for the contract.

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Ineligible Parties)**2.3.5 Contractor's Pollution Legal Liability**

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each ~~occurrence claim~~ and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

2.3.6 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per ~~occurrence claim~~ and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

2.7 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled *materially changed* or non-renewed ~~or reduction in required coverage~~ before the expiration date thereof.

2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.

2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, *material change* or non-renewal ~~or reduction in coverage~~ unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on the City's signature page below (the "**Effective Date**") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of

Exhibit F

Colorado acting on behalf of its Department of Aviation (the “**City**”), and ~~Vendor~~ *HDR Engineering, Inc.*, a ~~Jurisdiction~~ *Nebraska* corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

B. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment *customarily* provided by ~~highly competent~~ professionals who perform work of a similar nature to the work described in this Agreement.

vii. Contractor shall be liable to the City for all *negligent* acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Agreement.

C. Construction Administration. If Contractor’s Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City’s execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City’s issuance of the notice to proceed to the contractor(s). *Contractor's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to name both the City and Contractor as an additional insured on construction contractor(s)' commercial general liability insurance.*

D. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner *commensurate with the professional standard of care.*

iii. Additional *direct* costs incurred by the City, ~~its tenants~~, or its other contractors arising out of Contractor’s defective work.

iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided for in this Agreement. *These remedies shall exclude any betterment.*

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B. Contractor shall ~~ensure~~ *require* and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and *reasonable* attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The ~~Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor~~ *Consultant shall have the right to rely on the technical accuracy of information provided by the City. The Contractor shall notify City in writing of any information or requirements provided by the City which the Contractor knows to be inaccurate or inappropriate for the design or construction of the Project.*

V. Allocation of Risks. *Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Contractor and Contractor's officers, directors, members, partners, agents, employees, and subconsultants to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Contractor or Contractor's officers, directors, members, partners, agents, employees, or subconsultants, shall not exceed One Million Dollars (\$1,000,000).*

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: HDR Engineering, Inc. Date: 09/18/2025

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: Addendum No. 1, Addendum No. 2, Addendum No. 3

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type or print name: R. Bradley Martin, Senior Vice President

Proposer's Business Address: 1670 Broadway, Suite 3400, Denver, CO 80202-4824

E-mail address: Brad.Martin@hdrinc.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: HDR Engineering, Inc.Proposer Address: 1670 Broadway, Suite 3400, Denver, CO 80202-4824Phone: 303.764.1520 Fax 303.860.7139Email: Brad.Martin@hdrinc.comFederal Identification Number: 47-0680568Principal in Charge (Name & Title): Jason Longsdorf, AICP (Transportation Business Development Lead)Project Manager for this RFP (Name & Title): Brian Lincoln, PE (Aviation Project Manager)Equal Employment Opportunity Officer: Bill Manhart (Chief Human Resources Officer)

Name(s) of Professional and Public Liability Insurance Carrier(s):

Professional Liability: Lloyd's of London Insurance CompanyPublic Liability: Liberty Mutual Fire Insurance Company**Parent Company Information
(If Applicable)**Name of Company: HDR, Inc.Address: 1917 S 67th St, Omaha, NE 68106Phone: 402.399.1000 Fax: 402.399.1339Contact Person: Elise Davies, General Counsel

Submittal is for (check one):

- ☒ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

If this is a corporation, then you are the (check one):

- ☒ Subsidiary
- ☐ Parent Company

State of Incorporation: Nebraska

Is this a joint venture?

- ☐ YES
- ☒ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References***(Provide three professional references below)***

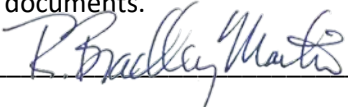
1. Company Name: Denver International Airport
Contact: David Mashburn, Facility Projects Supervisor
Project Title: DEN Architecture and Engineering On-Call
Email: david.mashburn@flydenver.com
Phone Number: 303.342.2610

2. Company Name: Boise Airport
Contact: Alex Deduck, Airport Project Manager
Project Title: Airport Way Reconstruction
Email: adeduck@cityofboise.org
Phone Number: 208.972.8641

3. Company Name: City of Littleton, Public Works
Contact: Aaron Huemann, Transportation Engineering Manager
Project Title: Santa Fe and Mineral Improvements
Email: aheumann@littletongov.org
Phone Number: 303.795.3867

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Senior Vice PresidentPrint Name R. Bradley MartinDate 09/18/2025

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

HDR ENGINEERING, INC.

is an entity formed or registered under the law of Nebraska, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871626032.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/10/2025 that have been posted, and by documents delivered to this office
electronically through 09/15/2025 @ 14:20:38.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/15/2025 @ 14:20:38 in accordance with applicable law.
This certificate is assigned Confirmation Number 17687462.



A handwritten signature in blue ink that reads "Jena Griswold". The signature is written in a cursive style and is positioned above a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Exhibit F

HDR Engineering, Inc. can confirm that it has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State, or local government procurements; and neither HDR Engineering, Inc. nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. However, there are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Dun & Bradstreet ID Number: 13-274-0242

Exhibit F



LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Cherry Knoll, LLC v. The City of Lakeway, Texas; Troy Anderson; David Deome; Ron Massa; Steven Jones and HDR Engineering, Inc.	Settled	8/23/2016	1:16-cv-00982	United States District Court - Western District of Texas	City of Lakeway, Texas	Fraud by Nondisclosure Violation of Due Process - 42 USC 1983
Walsh/Granite JV v. HDR Engineering, Inc. HDR Engineering, Inc. v. Walsh/Granite, Joint Venture; Walsh Construction Company II, LLC; Granite Construction Company; Travelers Casualty and Surety Company of America; Federal Insurance Company; Zurich American Insurance Company and Fidelity and Deposit Company of Maryland	Settled	4/30/2017	2:17-cv-00558-NBF	United States District Court, Western District of Pennsylvania	Walsh/Granite JV	Breach of Contract, Negligence
Baptist Convention Building, LLC v. The City of Albuquerque v. HDR Engineering, Inc. and Bradbury Stamm Construction, Inc.	Settled	4/26/2018	D-202-CV-2017-07098	District Court of Second Bernalillo County, New Mexico	City of Albuquerque	Contractual Indemnity
Walsh Construction Company v. HDR Engineering, Inc. - Commonwealth Avenue Bridge	Settled	4/26/2018	18-01288	Commonwealth of Massachusetts, Superior Court - Suffolk County	Walsh Construction Co.	Breach of Contract, Breach of Warranty, Negligence
PCL Civil Constructors, Inc. v. HDR Engineering, Inc. (Central Puget Sound Regional Transit Authority)	Settled	6/18/2018	18-2-15025-6 SEA	Superior Court for the State of Washington, King County	PCL Civil Constructors, Inc.	Breach of Contract, Professional Negligence
City of Laredo, Texas v. Western Summit Constructors, Inc. / McAllen Construction, Inc. a joint venture; Dannenbaum Engineering Company-McAllen, LLC; Dannenbaum Engineering Company-Laredo, LLC; Paterson Pump Company v. HDR Engineering, Inc.; Sherfey Engineering Company, LLC; Metaform Studio Architects, Inc.; Corrpro Companies, Inc.; Lopez Engineering Group, Inc.; Martinez Corporation aka Martinez Geospatial, Inc.; Mejia & Ruiz Land Surveyors, LLC aka Blue Top Companies, LLC; Agape Grace, LLC; Marks	Settled	9/26/2018	2018CVF001299D2	District Court - 111th Judicial District for Webb County, Texas	Dannenbaum McAllen, LLC	Indemnification

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.

Exhibit F



LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Engineering and Construction aka Marengo, Incorporated and Blanton & Associates, Inc.						
Buckman Direct Diversion Board v. CDM Smith, Inc., f/k/a Camp Dresser & McKee Inc., CH2M Hill Constructors, CH2M Hill Companies Ltd, TIC - The Industrial Company, CH2M Hill/Western Summit Constructors Joint Venture, Western Summit Constructors, Inc. v. HDR Engineering, Inc.	Settled	9/11/2019	D-101-CV-2018-01610	State of New Mexico, County of Santa Fe, First Judicial District	CH2M Hill	Indemnification (Common Law & Contractual)
Wisconsin Central Ltd. v. HDR Engineering, Inc.; American Engineering Testing, Inc.	Settled	3/2/2020	01-20-0015-0786	American Arbitration Association	Canadian National Railway aka Wisconsin Central Ltd.	Breach of Contract, Breach of Warranty, Indemnification, Misrepresentation, Negligence
Advon Corporation v. Coopwood's Air Conditioning, Inc. and Merchants Bonding Company v. Relevant Solutions, LLC, HDR, Inc. and HDR Engineering, Inc.	Dismissal	5/11/2020	4:18-cv-02984	United States District Court, Southern District of Texas, Houston Division	NASA	Negligence
Port of Vancouver USA v. HDR Engineering, Inc. and Smith-Monroe Gray Engineers, Inc.	Settled	10/19/2020	3:20-CV-05967	United States District Court, Western District of Washington	Port of Vancouver USA	Breach of Contract, Negligence, Contractual Indemnity
Appeal of HDR Engineering, Inc.	Judgment in favor of HDR	1/13/2021	62723	Armed Services Board of Contract Appeals	United States Army Corps of Engineers, Jacksonville District	Negligence, Breach of Contract
The City of Albuquerque v. Environmental Lighting For Architecture, Inc., HDR Engineering, Bradbury Stamm Construction, Inc., Dalkia Energy Solutions, LLC f/k/a Citelum US, Inc. a/k/a DALK1A EDF Group, Bixby Electric, Inc., Dekker / Perich / Sabatini, Ltd., and MWI, Inc.	Pending	6/11/2021	D-202-CV-2021-03520	State of New Mexico, County of Bernalillo, Second Judicial District	City of Albuquerque	Negligence, Breach of Contract, Strict Liability
Bombardier Transportation (Holdings) USA INC., v. HDR Engineering, Inc., The CK Group, Inc., Structural Grace, Inc.	Settled	9/3/2021	2:21-cv-01460-SPL	United States District Court, District of Arizona	Bombardier Transportation	Breach of Contract

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.

Exhibit F



LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Archer Western - De Moya Joint Venture v. HDR Engineering, Inc., Joseph LoBuono, P.E.	Settled	4/1/2022	1:22-cv-20991	United States District Court, Southern District of Florida	Archer Western - De Moya Joint Venture	Breach of Contract, Negligence, Gross Negligence
HDR Engineering, Inc.; American Engineering Testing, Inc. v. Ulland Brothers, Inc.; and Golder Associates, Inc.	Pending	3/8/2024	69DU-CV-24-515	State of Minnesota, Sixth Judicial District, County of St. Louis	Wisconsin Central a/k/a Canadian National Railway	Indemnification, Contribution, Negligence, Breach of Contract (Third-Party Beneficiary)
Fluor Enterprises, WC.; Balfour Beatty Infrastructure, Inc.; Flatiron West, Inc.; and Dragados USA, Inc. individually and/or as Fluor Flatiron Balfour Beatty Dragados, a joint venture, doing business as LINXS Constructors v. HDR Engineering, Inc.; HNTB Corporation; Kleinfelder, MC.; Buehler & Buehler Structural Engineers, Inc., now known as Buehler Engineering Inc.; and DOES 1 through 100, inclusive	Pending	9/11/2024	24-TRCV-02989	Superior Court of the State of California, Los Angeles County	Fluor Flatiron Balfour Beatty Dragados DBJV	Breach of Contract, Negligence, Indemnity
Flatiron Constructors, Inc. v. HDR Engineering, Inc.	Pending	11/8/2024	01-24-0008-6342	American Arbitration Association	Flatiron Constructors, Inc.	Breach of Contract, Negligence
Pine Bluff Sand and Gravel Company v. HDR Engineering, Inc.	Pending	12/2/2024	5:24-CV-174-BJB	United States District Court, Western District of Kentucky, Paducah Division	Pine Bluff Sand & Gravel	Breach of Contract, Negligence, Indemnification

In today’s legal environment, claims are a reality for any large participant in the industry. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your projects.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 21 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): HDR Engineering, Inc.

Firm's Representative: R. Bradley Martin

Title: Senior Vice President

Signature (Firm's Representative):

A handwritten signature in blue ink that reads 'R. Bradley Martin'.

Date: 09/18/2025

Address: 1670 Broadway, Suite 3400

City: Denver

State: CO

Zip: 80202

Phone: 303-764-1520

Email: Brad.Martin@hdrinc.com



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): HDR Engineering, Inc.

Firm's Representative: R. Bradley Martin

Title: Senior Vice President

Signature (Firm's Representative): *R. Bradley Martin*

Date: 09/18/2025

Address: 1670 Broadway, Suite 3400

City: Denver

State: CO

Zip: 80202-4824

Phone: 303-764-1520

Email: Brad.Martin@hdrinc.com



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name: HDR Engineering, Inc.

Project/Contract Name and Number: On-Call Infrastructure Design RFP No. 202580614

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on	5 September 2025, 11:26am
Receipt number	7002
Related form version	6

Page 1/2

Business Email Address	Brian.Lincoln@hdrinc.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Infrastructure Design
Solicitation No. (If Applicable)	RFP No. 202580614
Name of Your Company	HDR Engineering, Inc.
What Industry is Your Business?	Professional
Street Address	1670 Broadway, Suite 3400
City	Denver
State	CO
ZIP Code	80202
Business Phone Number	303-704-1520
Business Facsimile Number	303-860-7139

Page 2/2

1. How many employees does your company employ?	Over 100
1A. How many of your employees are full time?	12,571
1B. How many of your employees are part time?	1,048
2. Do you have a Diversity and Inclusiveness Program?	Yes

Exhibit F

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	Together, we build on each other's life experiences and perspectives to make great things possible every day. We believe a variety of perspectives makes our company stronger. Our work environment includes employees of different generations, genders, races, nationalities, sexual orientations, abilities, religions, and ethnicities who work together to deliver one-of-a kind services to our clients. In 2020, we launched employee network group (ENGs) to broaden awareness and promote inclusion. Our efforts include: - A training program to help heighten awareness of unconscious biases - A web-based tool to prepare our team members for working in other countries and with other cultures - Cultivating a more diverse workforce through key partnerships with universities and local schools that support students in math, engineering, and science As a global firm, we understand that the entire world is our community and that our imperative is to improve the places where we live and work. By working together with our clients and communities, we form collaborations that add meaning and value to the human experience. All industries must do their part to create a more unified and empathetic world and, though our industry is only a small part of the global economy, our voice can be heard at every scale. Through our philanthropic programs such as the HDR Foundation, Bridges to Prosperity, and Engineers Without Borders, we help communities in need through donations, volunteer opportunities for employees, and not-for-profit engineering and architecture work. HDR's award-winning National Supplier Diversity Program is a corporate commitment to invest in the health and stability of our communities. The program promotes and encourages competitive subcontracting opportunities by embracing partnering relationships with the diverse socioeconomic and small business community through outreach, qualification, training, education, mentoring, and utilization. We still have much work to do. In 2020, we added key leadership focused on inclusion and diversity. Our Global Director of Inclusion & Diversity, Abraham Carrillo, works on our initiatives for empowerment of our employees and that "inclusion and diversity are intrinsic to the fabric of the company."
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Monthly
5.1 What percentage of the total number of employees generally participate?	26 - 50%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A)	HDR's award-winning National Supplier Diversity Program is a corporate commitment to invest in the health and stability of our communities. The program promotes and encourages competitive subcontracting opportunities by embracing partnering relationships with the diverse socioeconomic and small business community through outreach, qualification, training, education, mentoring, and utilization.

Exhibit F

below)

7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	No
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	James Marino
Today's Date	09/05/2025

NOTE: Attach additional sheets or documentation as necessary for a complete response.



Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:

HDR maintains relationships with a large number of MWBEs throughout Colorado, and we consistently work to identify opportunities for others if they can bring value to DEN. We are dedicated to providing MWBEs with meaningful project roles, helping expand their services and grow their businesses.

For MWBE firms not selected for this opportunity, we have created an internal database of their firm information, experience, and qualifications for possible coordination on future contract opportunities. Should the need arise to bolster our current team on task orders, these firms will be our first choice to supplement and support our team.

We have been a Premier sponsor for the Women's Transportation Seminar (WTS) for several years. We are proud to support and participate in this organization, whose mission is to "attract, sustain, connect and advance women's careers to strengthen the transportation industry." Through the committees and events we are involved with, we are able to network with new MWBE firms and exchange ideas about the industry, our clients, and upcoming opportunities.

Similarly, we are members of the Institute of Transportation Engineers, American Council of Engineering Companies, Conference of Minority Transportation Officials (COMTO), and American Society of Civil Engineers. These organizations maintain robust membership lists and provide networking opportunities that allow us to engage new MWBEs.

These opportunities are the foundation of our ability to build real relationships over time with new MWBE firms and to identify opportunities to work together. When selecting new MWBE partners, we consider several factors. First, we assess the potential for meaningful work to be available to the MWBE based on their areas of expertise. Second, we consider how many firms with similar expertise we could engage. Having too many firms with similar expertise often results in making firms spend considerable time on proposal and contract paperwork but ultimately not receiving much work from the contract, which is a situation we like to avoid. For new DBE firms, we evaluate their qualifications, work history, and references to verify we are teaming with businesses that prioritize quality, client service, and efficient delivery.



**Standard Procedure
for Bid Packages**

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

Our MWBE procurement process is actually quite simple: there is no formal process. We understand that, for a small business, being required to step through a larger firm’s internal bureaucracy can waste valuable time and resources when trying to join a team and grow their business. To prevent the need to jump through unnecessary hoops, HDR’s project managers and other leadership open the door for subconsultants to communicate directly with whomever they have a relationship within our organization. There is no “chain of command” to follow if a MWBE wants to learn more about our firm or opportunities to partner. When certain administrative issues must be handled (e.g., finalizing a contract), we work hand-in-hand with our partners to walk them through that process as quickly and efficiently as possible, so they can focus on growing their firm.



Exhibit F

Technical Assistance	- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts. Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc. Response: HDR sponsors MWBE firms through: •Center of Excellence in and Equity in Aviation •Business Development Training Academy •CDOT Mentor/Protégé Program •Informal mentor/protégé relationships HDR's long history of MWBE sponsorship includes formal programs as well as hands-on development on projects. In addition to continuing current sponsorship efforts, we will use this contract as an opportunity to continue helping our team of MWBEs build and maintain their businesses. HDR professionals also maintain informal mentor/protégé relationships with many MWBE firms in the state. We regularly meet with these firms to discuss their business goals and challenges and check in regarding upcoming teaming opportunities. Though casual in nature, these relationships result in multiple teaming opportunities every year for a variety of clients. DEN ACADEMY: MENTORING FUTURE AVIATION LEADERS In June 2022, HDR hosted the DEN Academy, which introduces 7th - 10th grade students to a variety of aviation career paths. HDR helped students evaluate a sustainability project by showing them how we work through an alternatives analysis process to identify the best solution tailored to the issues of a unique challenge. Support Services HDR also frequently works as a subconsultant to smaller firms, supporting these firms as they lead larger projects. We have used this approach recently on DEN's Pena Boulevard project, where we are a subconsultant to Peak Consulting Group, LLC. Typically, these firms have a specific discipline, which in PEAK's case is delivery of NEPA services, and HDR can support with civil design services, allowing these firms to prime larger multidisciplinary projects. Similarly, Basis Partners, an MWBE firm, is currently the prime contractor on the CDOT R2 8-Mile Hill Design Engineering Services project. HDR is serving as a subconsultant providing strategic communications services for minority and low income communities. This project gives us an opportunity to continue building a strong relationship with Basis and provides a platform for on-project mentoring.
------------------------------------	--

DSBO Version 1: 3/4/2025

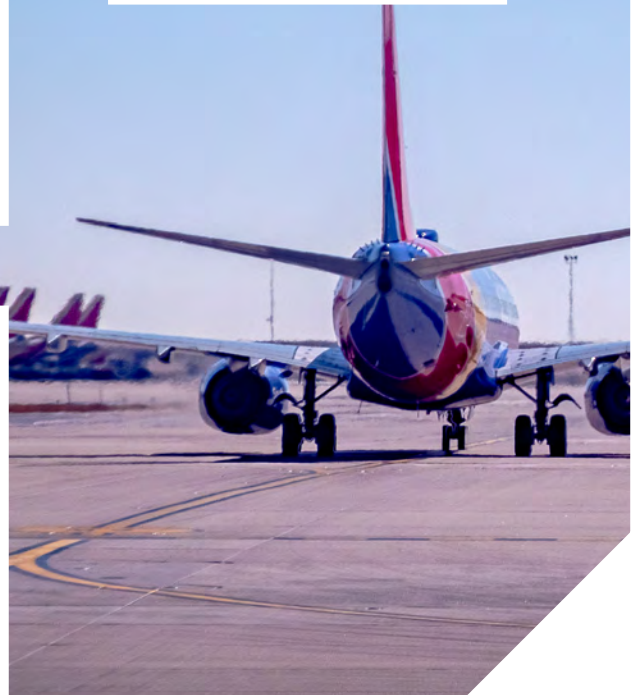


1670 Broadway
Suite 3400
Denver, CO 80202-4824

303.764.1520

hdrinc.com

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VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: HDR Engineering, Inc. Date: 09/18/2025

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: Addendum No. 1, Addendum No. 2, Addendum No. 3

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type or print name: R. Bradley Martin, Senior Vice President

Proposer's Business Address: 1670 Broadway, Suite 3400, Denver, CO 80202-4824

E-mail address: Brad.Martin@hdrinc.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: HDR Engineering, Inc.Proposer Address: 1670 Broadway, Suite 3400, Denver, CO 80202-4824Phone: 303.764.1520 Fax 303.860.7139Email: Brad.Martin@hdrinc.comFederal Identification Number: 47-0680568Principal in Charge (Name & Title): Jason Longsdorf, AICP (Transportation Business Development Lead)Project Manager for this RFP (Name & Title): Brian Lincoln, PE (Aviation Project Manager)Equal Employment Opportunity Officer: Bill Manhart (Chief Human Resources Officer)

Name(s) of Professional and Public Liability Insurance Carrier(s):

Professional Liability: Lloyd's of London Insurance CompanyPublic Liability: Liberty Mutual Fire Insurance Company**Parent Company Information
(If Applicable)**Name of Company: HDR, Inc.Address: 1917 S 67th St, Omaha, NE 68106Phone: 402.399.1000 Fax: 402.399.1339Contact Person: Elise Davies, General Counsel

Submittal is for (check one):

- ☒ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

If this is a corporation, then you are the (check one):

- ☒ Subsidiary
- ☐ Parent Company

State of Incorporation: Nebraska

Is this a joint venture?

- ☐ YES
- ☒ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References***(Provide three professional references below)***

1. Company Name: Denver International Airport
Contact: David Mashburn, Facility Projects Supervisor
Project Title: DEN Architecture and Engineering On-Call
Email: david.mashburn@flydenver.com
Phone Number: 303.342.2610

2. Company Name: Boise Airport
Contact: Alex Deduck, Airport Project Manager
Project Title: Airport Way Reconstruction
Email: adeduck@cityofboise.org
Phone Number: 208.972.8641

3. Company Name: City of Littleton, Public Works
Contact: Aaron Huemann, Transportation Engineering Manager
Project Title: Santa Fe and Mineral Improvements
Email: aheumann@littletongov.org
Phone Number: 303.795.3867

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Senior Vice President

Print Name R. Bradley Martin

Date 09/18/2025

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

HDR ENGINEERING, INC.

is an entity formed or registered under the law of Nebraska, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871626032.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/10/2025 that have been posted, and by documents delivered to this office
electronically through 09/15/2025 @ 14:20:38.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/15/2025 @ 14:20:38 in accordance with applicable law.
This certificate is assigned Confirmation Number 17687462.



A handwritten signature in blue ink that reads 'Jena Griswold'. The signature is written in a cursive style and is positioned above a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that HDR, Engineering, Inc. (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Sr. Vice President

Print Name R. Bradley Martin

Date November 25, 2025

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

Please see the following page.

Exhibit F

HDR Engineering, Inc. can confirm that it has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State, or local government procurements; and neither HDR Engineering, Inc. nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. However, there are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Dun & Bradstreet ID Number: 13-274-0242

LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Cherry Knoll, LLC v. The City of Lakeway, Texas; Troy Anderson; David Deome; Ron Massa; Steven Jones and HDR Engineering, Inc.	Settled	8/23/2016	1:16-cv-00982	United States District Court - Western District of Texas	City of Lakeway, Texas	Fraud by Nondisclosure Violation of Due Process - 42 USC 1983
Walsh/Granite JV v. HDR Engineering, Inc.	Settled	4/30/2017	2:17-cv-00558-NBF	United States District Court, Western District of Pennsylvania	Walsh/Granite JV	Breach of Contract, Negligence
HDR Engineering, Inc. v. Walsh/Granite, Joint Venture; Walsh Construction Company II, LLC; Granite Construction Company; Travelers Casualty and Surety Company of America; Federal Insurance Company; Zurich American Insurance Company and Fidelity and Deposit Company of Maryland						
Baptist Convention Building, LLC v. The City of Albuquerque v. HDR Engineering, Inc. and Bradbury Stamm Construction, Inc.	Settled	4/26/2018	D-202-CV-2017-07098	District Court of Second Bernalillo County, New Mexico	City of Albuquerque	Contractual Indemnity
Walsh Construction Company v. HDR Engineering, Inc. - Commonwealth Avenue Bridge	Settled	4/26/2018	18-01288	Commonwealth of Massachusetts, Superior Court - Suffolk County	Walsh Construction Co.	Breach of Contract, Breach of Warranty, Negligence
PCL Civil Constructors, Inc. v. HDR Engineering, Inc. (Central Puget Sound Regional Transit Authority)	Settled	6/18/2018	18-2-15025-6 SEA	Superior Court for the State of Washington, King County	PCL Civil Constructors, Inc.	Breach of Contract, Professional Negligence
City of Laredo, Texas v. Western Summit Constructors, Inc. / McAllen Construction, Inc. a joint venture; Dannenbaum Engineering Company-McAllen, LLC; Dannenbaum Engineering Company-Laredo, LLC; Paterson Pump Company v. HDR Engineering, Inc.; Sherfey Engineering Companies, LLC; Metaform Studio Architects, Inc.; Corpro Companies, Inc.; Lopez Engineering Group, Inc.; Martinez Corporation aka Martinez Geospatial, Inc.; Mejia & Ruiz Land Surveyors, LLC aka Blue Top Companies, LLC; Agape Grace, LLC; Marks	Settled	9/26/2018	2018CVF001299D2	District Court - 111th Judicial District for Webb County, Texas	Dannenbaum McAllen, LLC	Indemnification

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.

LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Engineering and Construction aka Marengo, Incorporated and Blanton & Associates, Inc.						
Buckman Direct Diversion Board v. CDM Smith, Inc., f/k/a Camp Dresser & McKee Inc., CH2M Hill Constructors, CH2M Hill Companies Ltd, TIC - The Industrial Company, CH2M Hill/Western Summit Constructors Joint Venture, Western Summit Constructors, Inc. v. HDR Engineering, Inc.	Settled	9/11/2019	D-101-CV-2018-01610	State of New Mexico, County of Santa Fe, First Judicial District	CH2M Hill	Indemnification (Common Law & Contractual)
Wisconsin Central Ltd. v. HDR Engineering, Inc.; American Engineering Testing, Inc.	Settled	3/2/2020	01-20-0015-0786	American Arbitration Association	Canadian National Railway aka Wisconsin Central Ltd.	Breach of Contract, Breach of Warranty, Indemnification, Misrepresentation, Negligence
Advon Corporation v. Coopwood's Air Conditioning, Inc. and Merchants Bonding Company v. Relevant Solutions, LLC, HDR, Inc. and HDR Engineering, Inc.	Dismissal	5/11/2020	4:18-cv-02984	United States District Court, Southern District of Texas, Houston Division	NASA	Negligence
Port of Vancouver USA v. HDR Engineering, Inc. and Smith-Monroe Gray Engineers, Inc.	Settled	10/19/2020	3:20-CV-05967	United States District Court, Western District of Washington	Port of Vancouver USA	Breach of Contract, Negligence, Contractual Indemnity
Appeal of HDR Engineering, Inc.	Judgment in favor of HDR	1/13/2021	62723	Armed Services Board of Contract Appeals	United States Army Corps of Engineers, Jacksonville District	Negligence, Breach of Contract
The City of Albuquerque v. Environmental Lighting For Architecture, Inc., HDR Engineering, Bradbury Stamm Construction, Inc., Dalkia Energy Solutions, LLC f/k/a Citelum US, Inc. a/k/a DALK1A EDF Group, Bixby Electric, Inc., Dekker / Perich / Sabatini, Ltd., and MWI, Inc.	Pending	6/11/2021	D-202-CV-2021-03520	State of New Mexico, County of Bernalillo, Second Judicial District	City of Albuquerque	Negligence, Breach of Contract, Strict Liability
Bombardier Transportation (Holdings) USA INC., v. HDR Engineering, Inc., The CK Group, Inc., Structural Grace, Inc.	Settled	9/3/2021	2:21-cv-01460-SPL	United States District Court, District of Arizona	Bombardier Transportation	Breach of Contract

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.

LITIGATION STATEMENT OF HDR ENGINEERING, INC.*

Case Name	Status	Date Initiated	Case Number	Jurisdiction	Client	Damage Type Claimed
Archer Western - De Moya Joint Venture v. HDR Engineering, Inc., Joseph LoBuono, P.E.	Settled	4/1/2022	1:22-cv-20991	United States District Court, Southern District of Florida	Archer Western - De Moya Joint Venture	Breach of Contract, Negligence, Gross Negligence
HDR Engineering, Inc.; American Engineering Testing, Inc. v. Ulland Brothers, Inc.; and Golder Associates, Inc.	Pending	3/8/2024	69DU-CV-24-515	State of Minnesota, Sixth Judicial District, County of St. Louis	Wisconsin Central a/k/a Canadian National Railway	Indemnification, Contribution, Negligence, Breach of Contract (Third-Party Beneficiary)
Fluor Enterprises, WC.; Balfour Beatty Infrastructure, Inc.; Flatiron West, Inc.; and Dragados USA, Inc. individually and/or as Fluor Flatiron Balfour Beatty Dragados, a joint venture, doing business as LINXS Constructors v. HDR Engineering, Inc.; HNTB Corporation; Kleinfelder, MC.; Buehler & Buehler Structural Engineers, Inc., now known as Buehler Engineering Inc.; and DOES 1 through 100, inclusive	Pending	9/11/2024	24-TRCV-02989	Superior Court of the State of California, Los Angeles County	Fluor Flatiron Balfour Beatty Dragados DBJV	Breach of Contract, Negligence, Indemnity
Flatiron Constructors, Inc. v. HDR Engineering, Inc.	Pending	11/8/2024	01-24-0008-6342	American Arbitration Association	Flatiron Constructors, Inc.	Breach of Contract, Negligence
Pine Bluff Sand and Gravel Company v. HDR Engineering, Inc.	Pending	12/2/2024	5:24-CV-174-BJB	United States District Court, Western District of Kentucky, Paducah Division	Pine Bluff Sand & Gravel	Breach of Contract, Negligence, Indemnification

In today’s legal environment, claims are a reality for any large participant in the industry. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your projects.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

*The information in this chart does not include personal injury or property damage litigation nor litigation of any subsidiaries or affiliates of HDR Engineering, Inc.